

# BOARD OF SUPERVISORS

## Brown County



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### PUBLIC SAFETY COMMITTEE

Andy Nicholson, Chair  
Tom De Wane, Vice Chair  
Carole Andrews, Bill Clancy, Andy Williams

### PUBLIC SAFETY COMMITTEE

Wednesday, May 6, 2009

Approximately 5:00 p.m.

Room 200, Northern Building  
305 E. Walnut Street

### **\*\* Presentation \*\***

### **By Judge Zuidmulder re: Update on Drug Court**

- I. Call meeting to order.
  - II. Approve/modify agenda.
  - III. Approve/modify minutes of April 1, 2009 and Special April 13, 2009.
1. Review minutes and reports of:
    - a. Criminal Justice Coordinating Board (3/28/09).

### Communications

2. Communication from Supervisor De Wane re: To list all drop-off stations for old prescription drugs in the Green Bay Press Gazette on a quarterly basis to keep it updated. (Referred from April County Board.)

### Teen Court

3. Teen Court Stats.
  - a. Teen Court 2008/2009 1<sup>st</sup> Quarter Comparison.
  - b. Teen Court Totals.
  - c. Teen Court Offenses.
  - d. Outcomes for Teen Court.
4. Family Services Teen Court Open House.

### District Attorney

5. Monthly drug criminal complaint numbers (standing item).

### Circuit Courts

6. Quarterly Report of Brown County Security/Incident Review Committee.
7. Budget Status Financial Report for February, 2009 and March, 2009.
8. Request for Proposal for Interpreter Services.

**Sheriff**

9. Key Factor Report for May, 2009.
10. Jail Average Daily Population for 2009.
11. City of Kenosha Resolution re: Opposition to the Governor's Proposal to Require the Observation and Recordation of Racial Information Obtained through Traffic Stops.
12. Resolution re: Request the Department of Corrections pay the County an Amount Approaching the Actual Cost of Housing the Department's Prisoners at the Brown County Jail.
13. Budget Status Financial Report for March 31, 2009
14. Sheriff's report.

**Public Safety Communications**

15. FoxComm Agreement.
16. Grant Application Review (#09-22): Homeland Security-MARC Repeater Communications.
17. Grant Application Review (09-23): Homeland Security-MABAS-WI Communications.
18. Budget Status Financial Report for March 31, 2009.
19. Director's report.

**Clerk of Courts** No agenda items.

**Medical Examiner** Budget Status Financial Report February, 2009 and March, 2009. No other agenda items.

**Other**

17. Audit of bills.
18. Such other matters as authorized by law.

Andy Nicholson, Chair

Notice is hereby given that action by the Committee may be taken on any of the items which are described or listed in this agenda.

Please take notice that it is possible additional members of the Board of Supervisors may attend this meeting, resulting in a majority or quorum of the Board of Supervisors. This may constitute a meeting of the Board of Supervisors for purposes of discussion and information gathering relative to this agenda.

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**PROCEEDINGS OF THE BROWN COUNTY**  
**PUBLIC SAFETY COMMITTEE**

Pursuant to Section 19.84 Wis. Stats., a regular meeting of the **Brown County Public Safety Committee** was held on Wednesday, April 1, 2009 in Room 133 of the Public Safety Building, 300 East Walnut Street, Green Bay, WI

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**Present:** Carole Andrews, Bill Clancy, Ton DeWane, Andy Nicholson,  
Andy Williams

**Also Present:** Jim Nickel, John Zakowski, Susan Tilot,  
Dennis Kocken, Don Hein, Jack Jadin,  
Tom Hinz, Jayme Sellen, Bob Heimann,  
Lynn VandenLangenberg, Supervisor N. Dantine  
Karen Carlson – FoxComm  
Harold Kaye, Other Interested Parties

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**Tour of Correctional Facility – Work Release Center @ 4 p.m.**

**I. Call Meeting to Order:**

The meeting was called to order by Chairman Andy Nicholson at 5:05 p.m. Chairman Nicholson asked for a moment of silence in memory of Judge Peter Naze who passed away this date.

**II Approve/Modify Agenda:**

**Motion made by Supervisor DeWane and seconded by Supervisor Clancy to approve. MOTION APPROVED UNANIMOUSLY**

**III. Approve/Modify Minutes of March 5, 2009:**

**Motion made by Supervisor DeWane and seconded by Supervisor Andrews to approve. MOTION APPROVED UNANIMOUSLY**

**1. Review Minutes and Reports of:**

**a. Criminal Justice Coordinating Board (2/24/09):**

**Motion made by Supervisor Clancy and seconded by Supervisor DeWane to receive and place and place on file. MOTION APPROVED UNANIMOUSLY**

**Communications:**

**2. Communication from Supervisor Nicholson re: To keep the public updated on the Sheriff's Department success and how they are succeeding through the use of DNA:**

At the request of Supervisor Dan Haefs, Sheriff Kocken reported there have been several successes in the recent past because of the availability of DNA, one being a 12 year old case where a stocking cap was found with hair inside. Because of the advancements with DNA, this criminal; was identified and

arrested. Kocken cited other cases where criminals were identified through blood samples and other items collected at crime scenes, which were held in storage over the years.

**Motion made by Supervisor DeWane and seconded by Supervisor Andrews to receive and place and place on file. MOTION APPROVED UNANIMOUSLY**

3. **Communication from Supervisor Dantine re: To have the County as a whole draft a resolution that would stop the raising of fees for state use.**

Supervisor Dantine was present and explained his concerns relative to the Governor's budget and the raising of fees for state use, specifically in the areas of land fill fees, in the County Clerk's office, and the Register of Deeds. A request was made for department heads and County Executive Hinz compile a list of such fees, and that Corporation Counsel draft a resolution expressing Brown County's position.

**Motion made by Supervisor DeWane and seconded by Supervisor Andrews to refer to department heads and County Executive Hinz to develop a list of fees that have been raised for state use, and that Corporation Counsel draft a resolution expressing Brown County's position and forward to the County Board. MOTION APPROVED UNANIMOUSLY**

**District Attorney:**

4. **Monthly Drug Criminal Complaint Numbers:**

District Attorney John Zakowski and Susan Tilot presented statistics for the month of March, reporting there were 83 cases during the month, compared with 115 in January, and 63 in February (attached).

Additional information relative to specific charges has been added to the reporting format. Zakowski indicated that the Criminal Justice Coordinating Board has also requested that age, race, locality of the defendant, as well as dates of offense be added and staff will include this data in subsequent reports. Zakowski estimates that over 1000 drug related cases will be filed in 2009, exceeding last year's total of 896.

When asked by Chairman Nicholson the status of updating backlog cases, Zakowski estimated over 50% have been completed at this time. Nicholson indicated that he has received complaints regarding the necessity of the position that was hired for this purpose and Zakowski offered to develop a graph that would show the numbers more clearly. However, he informed the committee that without this position, there will be no Drug Court, which the County Board has committed to.

A request for an ordinance to be created related to controlled substances (similar to that in the County Code related to marijuana) has been investigated. Zakowski reported that Corporation Counsel indicates there is a specific statutory section, 59.5422, that authorizes a County to have an ordinance prohibiting possession of THC. Corporation Counsel Luetscher states, "I have checked ordinance codes for several counties and cities around the state and did not find

any ordinance violations for possession of controlled substances, besides THC, and nothing to prohibit unlawful possession of prescription drugs”.

**Motion made by Supervisor Clancy and seconded by Supervisor Andrews to receive and place and place on file. MOTION APPROVED UNANIMOUSLY**

**Public Safety Communications:**

**5. Director's Report:**

Jim Nickel highlighted items from his written Director's Report dated 4/1/09 (attached):

- **911 Communications Center Project** – This project is on schedule. A cut-over plan to the new Center with the affected agencies and vendors is being developed, with one day set aside for the telephone switch, and another for the radio central electronics. A tour of the new facility is scheduled for police and fire chiefs on April 14<sup>th</sup>, in conjunction with the PSC Advisory Committee.
- **Telephone Lines** – A telephone listing has been reviewed with IS and a detailed plan established to cut over all lines.
- **National Telecom Week** – A celebration will occur the week of April 13<sup>th</sup>, with an awards ceremony to honor the efforts of public safety communicators scheduled for April 15<sup>th</sup> at 4 p.m. at the Neville Museum.
- **Sired Decoder Upgrade** – The siren upgrade of 33 units began last week with the normal noon siren test held daily to test the new decoders. This will consolidate the alerting systems into one system for faster alerting and will eliminate the move of the 1970's encoder box to the new center.
- **FoxComm** – FoxComm has developed a Relocation Agreement. The major issues for Brown County are the proposed move date for their equipment, cost of that move, access to our data and minimizing the disruption to system users. (See further discussion in 5a below).
- **Replacement Computer Aided Dispatching System** – The revised Brown County CAD System proposal has been received from Motorola and details are being reviewed with IS.
- **800 MHz Rebanding** – Rebanding of the approximately 1200 units on the 700 MHz trunked radio system is underway. A map showing the 800 MHz reconfiguration progress is attached.
- **Bellevue Nursing Home** – In the past 75 days, this facility has generated 78 911 calls, half of which were not emergencies. Discussions have been held with the Director to correct the matter.
- **East Side Landfill** – The landfill has changed the way they burn off gas and has attracted attention from the public. The landfill has requested that the Ledgerview Fire Department not be sent to this location, as they will bill them for false alarms. However, because it is required to dispatch fire equipment if

the public reports a fire, it was suggested that the landfill erect a sign near the highway alerting motorists of the reason for flames.

- **911 Console Furniture Installation** – Zybex will send their chief installation manager for a meeting of installation teams on April 8<sup>th</sup>. Installation of the console furniture is on target for May 11<sup>th</sup>.

**Motion made by Supervisor DeWane and seconded by Supervisor Andrews to receive and place and place on file. MOTION APPROVED UNANIMOUSLY**

5a. **FoxComm Agreement:**

Mr. Nickel reported that he received a draft proposal regarding Brown County's termination from FoxComm, which is scheduled to be signed tomorrow, Thursday, April 2<sup>nd</sup>, at 1:30 p.m. at the Outagamie County Board Room in Appleton. It is his understanding that County Executive Tom Hinz, and Lynn VandenLangenberg, Director of Administration, were involved in drafting the document.

Ms. VandenLangenberg addressed the committee explaining that since Brown County submitted a letter of termination to FoxComm, this agreement is a summary of all the different issues that were raised. One of the concerns involves the actual date to move the equipment, stated in the agreement as September 30<sup>th</sup>. The cost of moving the equipment, which is the responsibility of Brown County, is estimated at \$21,000.

There have been different opinions regarding payment of this cost with Supervisor Clancy stating, in his opinion, Brown County should not be responsible as they are a full partner until December 31<sup>st</sup>. Ms. VandenLangenberg pointed out that the FoxComm budget was done in June and did not include moving costs as Brown County did not announce they were leaving until after that time.

Supervisor Williams expressed the opinion that there is an apparent lack of respect from FoxComm and that Brown County should have more input into the cost of moving the equipment, in addition to other issues of concern such as licensing, down time of the system, etc.

Ms. VandenLangenberg explained that because Brown County paid for licenses for hardware and software on behalf of FoxComm, some of the licenses were issued under Brown County's name, however, are not theirs. She further explained that the equipment is presently located in Brown County, with the other three counties having access to it. If moved to another county, Brown County would still have access until December 31<sup>st</sup>, the date of termination.

Karen Carlson, FoxComm Coordinator, addressed the issue of the system being down, explaining that she has researched options. She stated there is a redundant backup that would be available when the tandem is moved, with the most time down being 15 to 20 minutes.

Referring to the cost of moving the equipment, Carlson indicated that this specific equipment is required to be moved by a licensed mover. When asked by

Supervisor Williams for a copy of the invoice, none was available, however, Ms. VandenLangenberg was able to provide a worksheet. Ms. Carlson agreed to address any concerns to minimize downtime and make the move go smoothly.

Mr. Nickel addressed his concerns with the agreement, pointing out there are no caps on the dollars, and that Corporation Counsel has not reviewed the document. The date of the move is estimated as within the third quarter, meaning it could be July 1<sup>st</sup>, which is a great concern as the new facility will not be ready. He is of the opinion the document contains no protection for Brown County. He would like to see further discussion before the document is signed as a termination agreement.

Supervisor Andrews asked about responsibility for the move, with Ms. VandenLangenberg explaining that Brown County is responsible for the delivery of the equipment, pointing out that language is silent as to just what is included in that delivery. Andrews also asked why Brown County is not generating a bid for move of the equipment, rather just accepting the FoxComm estimate. VandenLangenberg replied that Brown County can do that if they want, adding that all costs will be paid off invoices, not off estimates. IS Director, Robert Heimann, was of the opinion there is time to draft an RFP for a registered hauler.

Supervisor Clancy asked that the matter be referred to Corporation Counsel to draft a response, and that this committee hold a special meeting to review the document before it goes to the County Board.

**Motion made by Supervisor Clancy and seconded by Supervisor DeWane to refer to Corporation Counsel with a request to review the document and draft a response to be reviewed by this committee before forwarding to the County Board. MOTION APPROVED UNANIMOUSLY**

**Sheriff:**

**6. Key Factor Report for April 1, 2009:**

**Motion made by Supervisor Williams and seconded by Supervisor DeWane to receive and place and place on file. MOTION APPROVED UNANIMOUSLY**

**7. Jail Average Daily Population for 2009:**

Sheriff Kocken referred to the report in packet material, pointing out that population is now at 760 and at capacity.

**Motion made by Supervisor Williams and seconded by Supervisor DeWane to receive and place and place on file. MOTION APPROVED UNANIMOUSLY**

**8. Grant Application Review re: COPS FY2009 Hiring Recovery Program – CHRP:**

A request was made to apply for this grant which would provide funding for entry level officers for a period of three years with no local match. The Sheriff's Department would use the grant funding to hire eight additional sworn officers, four assigned to security duties at the Austin Straubel Airport, and four to be added to the County's Drug Task Force.

However, funding will end after three years and it is a requirement that officers be retained for at least one year after the funding expires. Failure to do so likely would result in the County paying back the grant funding. Estimated cost of one year of local funding (year 4) is \$745,862.

Executive Hinz suggested that funds from the airport enterprise fund be used to fund the 4<sup>th</sup> year if the grant is approved. Discussion resulted in the consensus to review again if and when the application is granted. Deadline for application is April 14<sup>th</sup>.

**Motion made by Supervisor Andrews and seconded by Supervisor Williams to approve application for Grant COPS FY2009 Hiring Recovery program-CHRP. MOTION APPROVED UNANIMOUSLY**

9. **Grant Application Review re: Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program – Local Solicitation:**

Don Hein explained that this grant has been significantly increased for 2009 as part of the American Recovery and Reinvestment Act. As a result, Brown County has been allocated \$33,259 which would be utilized for a combination of equipment items and training as follows: a transport van "cell" - \$9,300; four tasers - \$4,000; Jail ERU equipment - \$2,830; Jail officer training - \$4,619; digital intelligence training - \$11,000; and Neighborhood Watch materials - \$1500. There is no County match.

**Motion made by Supervisor Williams and seconded by Supervisor Andrews to approve application for the Edward Byrne Memorial Justice Assistance Grant. MOTION APPROVED UNANIMOUSLY**

10. **Revised Resolution re: Support for Primary Enforcement of the Seatbelt Law:**

Sheriff Kocken presented a revised resolution in support of primary enforcement of the seatbelt law, explaining that current law prohibits a law enforcement officer from stopping or inspecting a motor vehicle solely to determine compliance with seatbelt use. The Federal Government has offered a monetary incentive for Wisconsin to enact legislation for primary enforcement, along with a one time payment of \$15.2 million with bonuses up to \$2.1 million if enacted before July of 2009. The National Highway Traffic Safety Administration has estimated seatbelt compliance would increase to 85%, would result in 44 fewer fatalities, 650 fewer serious injuries, and would avoid \$147 million in economic loss in Wisconsin. Revision to the resolution includes a request that the State increase the \$10 maximum forfeiture for a seatbelt law violation so that actual cost of enforcement can be recovered.

Supervisor Williams stated he was opposed to the resolution as it gives officers the ability to stop anyone they choose, and gives power to the government as there would be no need for probable cause.

Supervisors Clancy and Andrews on the other hand were in favor of the resolution, with Andrews pointing out that in other states that have primary



enforcement there are charges anywhere from \$150 to \$200 for not wearing seatbelts.

If enacted, Kocken stated dollars would be used for any federal-aid eligible projects including highway construction and education.

**Motion made by Supervisor Clancy and seconded by Supervisor Andrews to approve the resolution for support of primary enforcement of seatbelts.**

**Ayes: Andrews, Clancy**

**Nays: DeWane, Williams, Nicholson**

**MOTION FAILED 3-2**

11. **Request for Budget Transfer (#09-20): Increase in Expenditures with Offsetting Increase in Revenue: This request increases overtime expenditures and offsetting revenues to reflect participation in an agreement between the Wis. DOT and the Brown County Sheriff's Dept:**

This request for budget transfer, an agreement between the Wisconsin DOT and the Brown County Sheriff's Department, will provide state funding for traffic enforcement provided by the Sheriff's Department resulting from highway improvements on STH 172 during 2009. It is not a grant program and has no local match. Estimated amount is \$65,000.

**Motion made by Supervisor Clancy and seconded by Supervisor Andrews to approve. MOTION APPROVED UNANIMOUSLY**

12. **Request for Budget Transfer (#09-21): Increase in Expenditures with Offsetting Increase in Revenue: This request increases expenditures and offsetting revenues to reflect participation in a Zero in Wisconsin Traffic Enforcement patrol grant through the Wis. DOT for 2009:**

This request increases expenditures and offsetting revenues to reflect participation in a Zero in Wisconsin Traffic Enforcement patrol grant through the Wisconsin DOT for 2009. The grant provides funding to offset overtime/fringes to perform targeted patrols. Although a 25% match is required, it may consist of "soft" dollars that do not require additional expenditures beyond normal patrol operations.

**Motion made by Supervisor DeWane and seconded by Supervisor Andrews to approve. MOTION APPROVED UNANIMOUSLY**

13. **Request for Budget Transfer (#09-22): Increase in Expenditures with Offsetting Increase in Revenue: This budget transfer increases both revenues and expenditures to reflect participation in a Homeland Security/Law Enforcement Specialty (Bomb) Team Equipment grant passed through the Wisconsin Office of Justice Assistance:**

This budget transfer will increase both revenues and expenditures to reflect participation in a Homeland Security/Law Enforcement Specialty (Bomb) Team Equipment grant passed through the Wisconsin Office of Justice Assistance. The grant provides \$65,000 with no local match requirement for the purpose of

purchasing a response vehicle and communications equipment. The program expires June 30<sup>th</sup>, 2009.

**Motion made by Supervisor DeWane and seconded by Supervisor Andrews to approve. MOTION APPROVED UNANIMOUSLY**

14. **Request for Budget Transfer (#09-23): Increase in Expenditures with Offsetting Increase in \$25,000 funding recently made available by the Wisconsin DOT for the Alcohol Enforcement patrol grant for 2009:**

This request increases expenditures and offsetting revenues to reflect an additional \$25,000 in funding recently made available by the Wisconsin DOT for the alcohol enforcement patrol grant for 2009. A previous budget transfer added \$25,000 for the grant program. This transfer will bring the total for the program up to \$50,000. Although a 25% match is required, it may consist of "soft match" dollars that do not require additional expenditures beyond normal patrol operations.

**Motion made by Supervisor Williams and seconded by Supervisor DeWane to approve. MOTION APPROVED UNANIMOUSLY**

15. **Sheriff's Report:**

Sheriff Kocken reported that inmates who had been housed in Shawano County have been returned to Brown County. Because the present jail population is at a high level, Brown County will not be able to house State inmates at this time.

**Motion made by Supervisor DeWane and seconded by Supervisor Andrews to receive and place and place on file. MOTION APPROVED UNANIMOUSLY**

**Teen Court:**

16. **Teen Court Stats:**

Lois Mischler distributed Teen Court statistics for March, along with comparison numbers through the first quarter of 2008/2009 (attached). A request was made that she have these reports included in packet material in the future, rather than distributed at the meeting.

Teen Court is holding a volunteer training on April 2<sup>nd</sup>.

Ms. Mischler announced that Teen Court will be holding an Open House on Tuesday, May 12<sup>th</sup>, at 6 p.m. in Court Room #8 (Judge Atkinson).

**Motion made by Supervisor Andrews and seconded by Supervisor DeWane to receive and place and place on file. MOTION APPROVED UNANIMOUSLY**

**Clerk of Courts** No agenda items – No Action

**Circuit Courts** No agenda items – No Action

**Medical Examiner** No agenda items – No action

**Other:**

**17. Audit of Bills:**

**Motion made by Supervisor Andrews and seconded by Supervisor Clancy to approve audit of bills. MOTION APPROVED UNANIMOUSLY**

**18. Such other Matters as Authorized by Law: None**

**Motion made by Supervisor Williams and seconded by Supervisor Andrews to adjourn at 6:30 p.m. MOTION APPROVED UNANIMOUSLY**

Respectfully submitted,

Rae G. Knippel  
Recording Secretary

**PROCEEDINGS OF THE BROWN COUNTY**  
**PUBLIC SAFETY COMMITTEE**

Pursuant to Section 19.84 Wis. Stats., a special meeting of the **Brown County Public Safety Committee** was held on Monday, April 13, 2009 in Room 200 of the Northern Building, 305 East Walnut Street, Green Bay, WI

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**Present:** Carole Andrews, Bill Clancy, Tom DeWane, Andy Nicholson-Chair,  
Andy Williams

**Also Present:** Jim Nickel, Jayme Sellen, Lynn VandenLangenberg, Supervisor Jack Krueger, Other Interested Parties

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**1. Call Meeting to Order:**

The meeting was called to order by Chairman Andy Nicholson at 5:30 p.m.

**2. Approve/Modify Agenda:**

**Motion made by Supervisor Clancy and seconded by Supervisor DeWane to approve. MOTION APPROVED UNANIMOUSLY**

**3. FoxComm Agreement**

Jim Nickel, Public Safety Communications Director, was asked by Chair Nicholson to present Nickel's major concerns with the Agreement. Nickel stated that his concerns are operational in nature and that Brown County must have a smooth transition from the FoxComm system to the new Brown County system in order to serve the needs of all agencies.

He stated that there are two issues that could be disruptive to this smooth transition:

- a) About 1 year ago the decision was made that the transition would occur in late September or early October, 2009. However, FoxComm wants to change this to either July or August, 2009. The risk for this is if FoxComm's equipment is moved before the new building is ready, Brown County loses the time synchronization – the GPS clock that keeps all systems tied to the same time standard. Nickel stated that this is not acceptable, and this Agreement offers no protection in the event that the building is not completed.
- b) The Agreement does not specifically address a procedure for moving the public records on the FoxComm system to the Brown County system. It is important that Brown County has the data for testing, and the incident files must be available by the date service is transferred.

Supervisor Williams asked how long it would take to copy the files. Nickel stated that it would be hours—not a real long time. Motorola will be contacted to perform this service.

Supervisor DeWane asked who wrote the Agreement. Nickel stated that FoxComm wrote this Agreement. Jim Nickel and Lynn VandenLangenberg, Administration Director, both stated that neither had signed this Agreement. Chair Nicholson requested that Jayme Sellen, Legislative Assistant, ask Tom Hinz, Brown County Executive, to review the Agreement and provide his input at the Board of Supervisors Meeting on April 15, 2009.

Chair Nicholson asked Nickel whether Nickel had requested that FoxComm delay the timeframe until September. Nickel stated that he had asked this on more than one occasion and that FoxComm's reply has been that FoxComm wants to complete this move during July or August because of weather and the availability of resources.

FoxComm's memo outlining the time change of the transition was made available Wednesday morning before the Thursday meeting with FoxComm, and Nickel and VandenLangenberg were not aware of this memo prior to that time.

Supervisor Clancy stated that this is "a lot to do about nothing." He said Brown County has paid up through December 31, 2009. Therefore, Brown County is not obligated to make the move prior to that date. Supervisor Clancy further stated that there should be a reimbursement due to Brown County if Brown County is able to move earlier. He expressed concern that FoxComm has been dictating the terms for this move.

**Motion made by Supervisor DeWane and seconded by Supervisor Andrews to send this (Agreement) to Attorney Fred Mohr. Brown County should write this (the Agreement) up, determine when this (equipment move) would be done, and stipulate a smooth transition for the record retrieval and a financial cap on the move. Fred Mohr should work with Jim Nickel to determine the needs.**

Supervisor Andrews stated that authorization for request for proposal was approved at the last meeting to have equipment moved; however, in the Agreement, there is a statement that delivery will be procured and managed by FoxComm staff. Therefore, Andrews stated that she objects to signing this Agreement and would like to motion to further stipulate in the motion that Brown County uses the RFP process in the motion; because the FoxComm Agreement prohibits Brown County from obtaining the best price for the move. Chair Nicholson suggested that this be discussed later in the process.

Supervisor Andrews stated that if Brown County is able to make the move at an earlier date, Brown County should be reimbursed for those months that Brown County did not have access.

Supervisor Krueger asked if Corporation Counsel should be performing this for Brown County instead of Fred Mohr. Supervisor DeWane stated he suggested

Fred Mohr because he thought Mohr worked with this Board. Chair Nicholson stated that he felt Mohr is more familiar with this contract.

Supervisor Williams asked whether there was a problem with transferring the hardware and software licenses as of July 1, 2009. Nickel stated that he did not know where that date came from. Williams suggested that all licenses be transferred at the same time; and since Brown County is the Fiscal Agent until September 30, 2009, that would be a logical date of transfer.

VandenLangenberg stated that licenses should be going to FoxComm anyway and not Brown County, and Brown County would be transferring the licenses regardless of whether or not Brown County would be leaving FoxComm.

**Supervisor Williams added an Amendment by Substitution to Supervisor DeWane's motion that Brown County will coordinate with Motorola to retrieve the records and FoxComm will make the system available to Brown County for that purpose. Vote taken. MOTION APPROVED UNANIMOUSLY.**

Supervisor DeWane commented that the reason for suggesting Fred Mohr for this is that Mohr has been with this before, has dealt with Jim before. Mohr can write this up and Supervisor DeWane is sure that Tom Hinz will give this to Corporate Counsel anyway.

**4. Such other Matters as Authorized by Law: None**

**Motion made by Supervisor Williams and seconded by Supervisor Andrews to adjourn at 5:58 p.m. MOTION APPROVED UNANIMOUSLY**

Respectfully submitted,

Lisa M. Alexander  
Recording Secretary

**PROCEEDINGS OF THE BROWN COUNTY  
CRIMINAL JUSTICE COORDINATING BOARD**

Pursuant to Section 19.84 Wis. Stats., a regular and budget meeting of the **Brown County Criminal Justice Coordinating Board** was held on Tuesday, March 31, 2009, in the Truttman Room of the Public Safety Building– 300 East Walnut Street, Green Bay, Wisconsin.

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**Present:** Judge Kendall Kelley - Chair, Dennis Kocken, District Attorney ("D.A.") John Zakowski, Jack Jadin, Supervisors Pat Evans and Andy Williams, Jayme Sellen

**Excused:** Don Hein, Jeffrey Cano, Jed Neuman, Mark Quam, Dr. Gerald Wellens

**Citizen Reps:** Jeffrey Jazgar

**Also Present:** District Court Administrator

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**1. Call Meeting to Order:**

The meeting was called to order by Chair Judge Kendall Kelley at 3:33 p.m.

**2. Approve/Modify Agenda:**

**Motion made by Supervisor Pat Evans and seconded by D. A. Zakowski to approve. Vote taken. MOTION APPROVED UNANIMOUSLY.**

**3. Approve/Modify Minutes of February 24, 2009:**

Supervisor Evans stated that in Item 7 of the Minutes, there is an error; the abbreviation for "Request for Information" should be "RFI" instead of "RFP."

**Motion made by Supervisor Evans and seconded by Supervisor Williams to approve as amended. Vote taken. MOTION APPROVED UNANIMOUSLY.**

**4. Initial Report from the District Attorney Regarding Drug Prosecution:**

D.A. Zakowski distributed two handouts: (1) a summary of drug-related charges in Brown County for the First Quarter, 2009; and (2) a listing of the drug-related charges in Brown County through March, 2009. The abbreviations on the summary page are: CF–Felony; CM–Misdemeanor; CV–Civil; FO–Forfeiture; and JV–Juvenile.

D.A. Zakowski stated that the trend showed that drug-related cases are increasing in Brown County. During 2008 there were a total of 896 cases; and in the First Quarter, 2009, there were a total of 261. If this continues at this rate, Brown County will have over 1,000 cases in 2009.

Judge Kelley asked if we know of any patterns relating to time of year, such as whether or not there would be more cases during the beginning of the year. Judge Kelley also asked if there was a way to obtain referral information for

those cases that are drug-related but not charged with a drug-related offense, such as the person charged with burglary who commits this crime to obtain funds for drugs. D.A. Zakowski will check into obtaining this information in order to further identify patterns and the scope of the problem.

Supervisor Evans questioned the fact that in some instances the same defendant and case number was listed more than once. Judge Kelley expressed concern that listing someone twice would give a distorted view. Supervisor Williams asked the reason these were not listed in date order. D.A. Zakowski stated that he will verify.

Supervisor Evans asked if information was available concerning the defendant's county of origin and race. D.A. Zakowski indicated that information concerning race could be available. However, obtaining accurate information concerning a defendant's county of origin could be problematic, because he/she could have been in Brown County for 4 years even though he/she was from Milwaukee. D.A. Zakowski suggested a defendant's prior criminal record outside Brown County as a possible resource.

Judge Kelley stated that geographic information could be helpful. However, because it is advantageous to a defendant when trying to obtain bail to indicate that he/she is from Brown County, defendants don't always give accurate information. Judge Kelley suggested that the Drug Task Force work with the District Attorney's office to help obtain this information. Sheriff Dennis Kocken stated that this would not work, because this would really be speculative at times and, therefore, inaccurate.

Supervisor Williams stated that he felt this would be a waste of the Drug Task Force resources to do this in order to acquire incorrect information. He asked how useful this information would be, given the amount of time obtaining the information and the questionable accuracy. He further indicated that having this information would not change how law enforcement and the judicial system are to react. Supervisor Williams expressed concern that making this type of information available could lead to creating myths about a community and/or its residents.

Judge Kelley stated that he agreed in part, except that this information is being compiled for the Board in order to identify the problem. Supervisor Evans agreed that geographical statistics could help identify the root cause. Judge Kelley stated that the purpose of this is not to ever direct law enforcement, but the statistical profile would be a component of the complete picture of the drug problem in Brown County.

D.A. Zakowski stated that he will speak with the support staff to determine what additional information, such as age, race, gender, locality, and date of offense, could be provided for drug-related charges in 2009.



D.A. Zakowski indicated that Supervisors Williams and Nicholson had asked for an ordinance for unlawful possession of prescription drugs. D.A. Zakowski learned from Corporate Counsel that Brown County does not have the authority to do that.

Judge Kelley stated that the information from D.A. Zakowski's office was very helpful and asked D.A. Zakowski to express to his staff the appreciation of the Board for their efforts.

Jeffrey Jazgar questioned the fact that the second offense for a drug-related case is a felony compared to the fifth offense for an alcohol-related case. Jazgar was also concerned that the severity of the drug offense was not taken into consideration.

Judge Kelley indicated that Judge Zuidmulder could come back to report on the success of the Drug Court in order to help with this information-gathering process.

**Motion made by Supervisor Evans and seconded by D.A. Zakowski to keep this on the Agenda for the next meeting. Vote taken. MOTION APPROVED UNANIMOUSLY.**

**5. Finalize Mission Statement/Statement of Purpose:**

Jazgar read the proposed Statement of Purpose (copy attached).

**Motion made by D.A. Zakowski and seconded by Supervisor Williams to approve as submitted. Vote taken. MOTION APPROVED UNANIMOUSLY.**

**6. Status of Board Vacancies:**

**Motion made by Supervisor Evans and seconded by Supervisor Williams to move this Agenda item to the next meeting. Vote taken. MOTION APPROVED UNANIMOUSLY.**

**7. Potential Community Drug Education Programs:**

Judge Kelley asked if anyone had the opportunity to gather information concerning available programs.

D.A. Zakowski will provide a list of programs with a synopsis at the next meeting and will e-mail this list to Human Services.

**Motion made by Supervisor Evans and seconded by Supervisor Williams to put this item on the Agenda for the next meeting. Vote taken. MOTION APPROVED UNANIMOUSLY.**

**8. Review 2008 CJCB Activities:**

**No Action Taken.**

**9. Video Audio Access to Jail Inmates:**

Jazgar asked that this item be tabled for 2 months.

Judge Kelley stated that Judge McKay has been involved in this on a statewide basis and Judge Kelley will follow up with Judge McKay for the next meeting.

**No Action Taken.**

**10. Such Other Matters as Authorized by Law:**

**None.**

**Agenda items suggested for next Meeting:**

Judge Zuidmulder  
Brown County Executive Tom Hinz  
Follow-up Report from the District Attorney's office re: Drug Prosecution  
Status of Board Vacancies  
Potential Community Drug Education Programs  
Review 2008 Board Activities  
Video Audio Access to Jail Inmates

**Next Meeting – Tuesday, April 28, 2009 – 3:30 p.m., Truttman Room**

**11. Adjourn:**

**Motion made by Supervisor Evans and seconded by D.A. Zakowski to adjourn at 4:30 p.m. MOTION APPROVED UNANIMOUSLY.**

Respectfully submitted,

Lisa M. Alexander  
Recording Secretary

**Teen Court 2008/2009 1st Quarter Comparison**

<b><u>2008</u></b>	<b><u>Referrals</u></b>	<b><u>Cases</u></b>	<b><u>Succ.</u></b>	<b><u>Unsucc.</u></b>	<b><u>Declines</u></b>	<b><u>Total Def. CS Hours</u></b>
January	7	8	6	0	0	0
February	9	6	6	0	0	78.25
March	6	4	1	1	0	45.25
<b><u>Total</u></b>	<b>22</b>	<b>18</b>	<b>13</b>	<b>1</b>	<b>0</b>	<b>123.5</b>
<b><u>2009</u></b>	<b><u>Referrals</u></b>	<b><u>Cases</u></b>	<b><u>Succ.</u></b>	<b><u>Unsucc.</u></b>	<b><u>Declines</u></b>	<b><u>Total Def. CS Hours</u></b>
January	6	6	0	0	0	0
February	7	6	0	0	0	25
March	7	4	19	2	1	120
<b><u>Total</u></b>	<b>20</b>	<b>16</b>	<b>19</b>	<b>2</b>	<b>1</b>	<b>145</b>

## TEEN COURT TOTALS

### MARCH

NUMBER OF COURT CASES:

4

NUMBER OF REFERRALS:

7

REFERRAL SOURCES:

7 Green Bay

3 Retail Theft  
4 Disorderly Conduct

SUCCESSFUL COMPLETIONS:

19

UNSUCCESSFUL COMPLETIONS:

2

NUMBER OF TEEN VOLUNTEERS TRAINED:

0

NUMBER OF TEEN ATTORNEYS TRAINED:

0

YEAR TO DATE DEFENDANT SERVICE HOURS:

145

YEAR TO DATE TOTAL TEEN VOLUNTEER HOURS:

96.5

(Does not include court for March 31)

*Unsuccessful means they did not complete a part of their sentence in the time frame that was given.*

### Highlights

Terri Delaruelle presented for three of Paul Abt's history classes at Preble High School on Teen Court.

Teen Court is holding a volunteer training on April 2.

Teen Court Open House scheduled for May 12 at 6pm.

Teen Court Offenses		
Original Violation	Date of Re-offense	Violation (s)
Damage to Property	7/07	Curfew
Retail Theft	11/06	Disorderly Conduct
Unlawful Phone Use	9/07	Possession
Unlawful Phone Use	12/08	Retail Theft
Retail Theft	7/08	Retail Theft
Damage to Property	7/08, 12/08	Prowling, Trespassing
Theft	6/08	Prowling
Damage to Property	11/08	Retail Theft
Retail Theft	12/08	Theft
Disorderly Conduct	11/08	Disorderly Conduct
Disorderly Conduct	3/08	Battery
Disorderly Conduct	2/07	Disorderly Conduct
Retail Theft	11/06, 10/07	Battery, Disorderly Conduct
Fireworks w/o permit	11/06	Retail Theft
Fireworks w/o permit	4/07, 7/07, 8/07	Disorderly Conduct, Possession of Fireworks, Disturbance
Retail Theft	10/06, 10/08	Retail Theft, Retail Theft
Theft	4/06, 5/06	Theft, Theft
Disorderly Conduct	5/07	Trespassing
Retail Theft	9/07, 7/08	Theft, Theft
Retail Theft	8/08	Retail Theft
Retail Theft	3/07, 8/07	Theft, Criminal Damage
Retail Theft	1/07, 8/08, 11/08	Retail Theft, Disorderly Conduct
Theft	5/08	Disorderly Conduct
Retail Theft	3/07, 6/07	Disorderly Conduct, Curfew
Criminal Damage	7/08	Disorderly Conduct
Retail Theft	4/08, 5/08, 11/08	Criminal Damage, Trespassing, Disorderly Conduct
Retail Theft	11/08	Possession of Tobacco
Disorderly Conduct	11/08	Disorderly Conduct
Unlawful Phone Use	5/07	Battery
Criminal Damage	12/07	Disorderly Conduct
Retail Theft	8/08	Theft
Retail Theft	8/08	Loitering
Theft	9/08, 10/08	Truancy, Curfew
Disorderly Conduct	4/08	Disorderly Conduct
Retail Theft	11/08	Possession of Tobacco
Retail Theft	11/08	Retail Theft
Disorderly Conduct	9/08	Disorderly Conduct

## **OUTCOMES FOR TEEN COURT**

### **RATE OF RE-OFFENDING FOR PAST PARTICIPANTS**

Process: Reviewed records of past defendants who are now aged 18 or over  
Reviewed offenses committed after completing Teen Court

232 past defendants fit this criterion

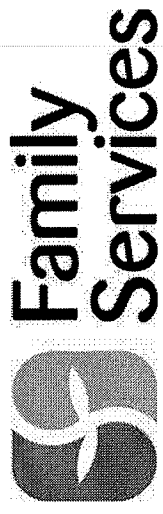
36 (15.5%) committed at least one additional offense

195 (84.5%) did not commit another violation

- We did not count a traffic (speeding, not wearing safety belt, driving without license)
- If a participant had more than one violation – they were only counted once

Of the 36 who committed another violation:

10 had multiple offenses – See attached



*Invites you to the*

## **Teen Court Open House**

**Tuesday, May 12th, 6:00PM**

**Brown County Courthouse  
(Enter on Doty Street)**

*Observe a mock trial and learn how this  
program benefits the youth in our community.*

For more information, please call 920-436-4360 ext 1392.

## BROWN COUNTY CIRCUIT COURTS SECURITY COMMITTEE

Hon. Sue E. Bischel, Circuit Judge Br. #3  
Phoebe Mix, Court Commissioner  
Harold Kaye, Public Safety Committee  
James Queoff, Register in Probate  
Jeff Cano, First Assistant State Public Defender  
Ursula Bunnell, Victim Advocate  
Assistant to County Executive

Jean M. Eckers, Administrative Assistant  
Lt. Ann Magestro, Court Services Supervisor  
Lisa Wilson, Clerk of Courts  
Patrick Hitt, Assistant District Attorney  
Gary Wickert, Attorney at Law  
Lise Lotte Gammeltoft, Attorney at Law  
Dennis Kocken, Sheriff

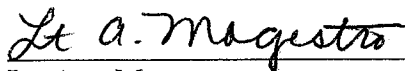
April 1, 2009

### QUARTERLY REPORT OF BROWN CO. SECURITY/INCIDENT REVIEW COMMITTEE


There were two security reports filed during the first quarter of 2009.

Date	Type of Report	Location	Action Taken	Agency Resolving
02/02/09	Criminal Damage to Property	Branch 3	Incident Report completed.	Courthouse Security
03/13/09	Disturbance	Branch 1	Incident Report completed. Suspect transported to the Brown County Jail.	Courthouse Security

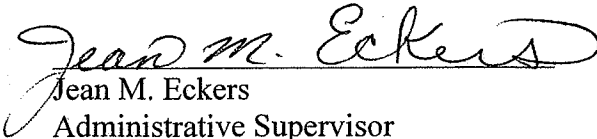
Respectfully submitted by Security Incident Review Committee,



Lt. Ann Magestro  
Court Security Supervisor



Lisa Wilson  
Clerk of Courts



Jean M. Eckers  
Administrative Supervisor

CC: County Executive  
Public Safety Committee Chair Andy Nicholson✓  
Sheriff Dennis Kocken

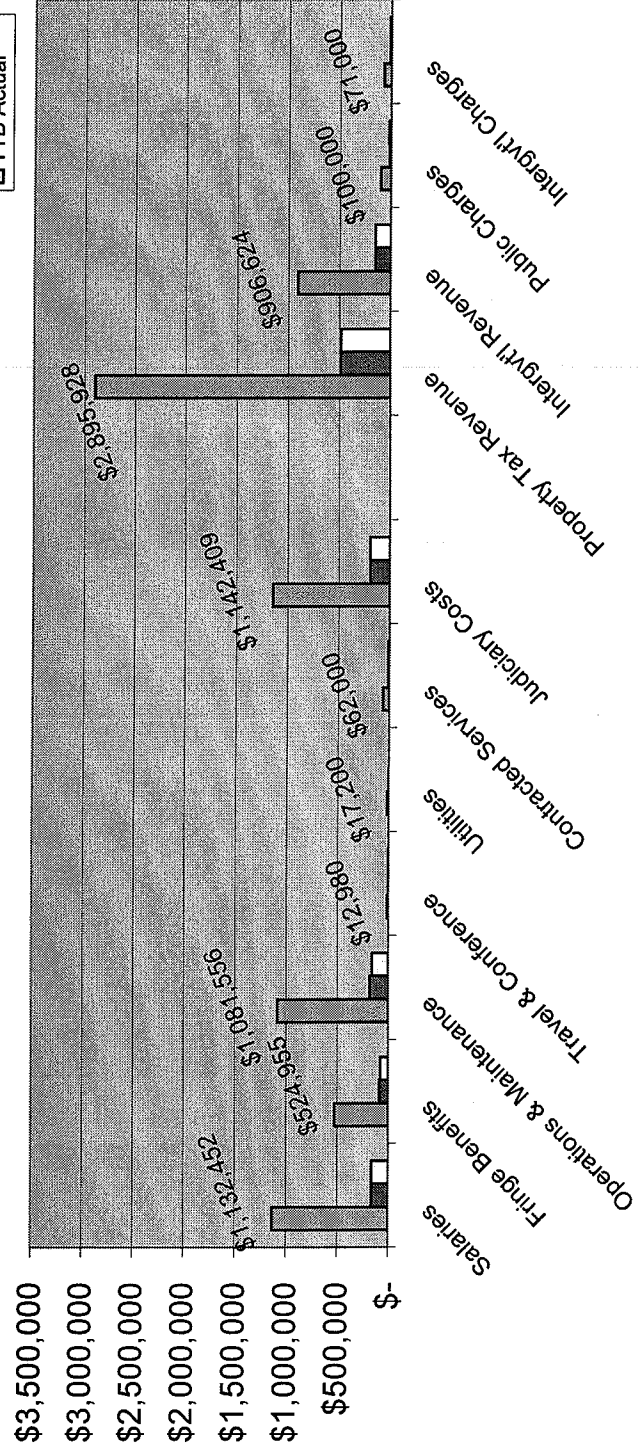


Brown County  
Circuit Courts  
Budget Status Report

3/30/2009

	Annual Budget	YTD Budget	YTD Actual
Salaries	\$ 1,132,452	\$ 161,156	\$ 162,674
Fringe Benefits	\$ 524,955	\$ 87,290	\$ 75,396
Operations & Maintenance	\$ 1,081,556	\$ 180,259	\$ 159,272
Travel & Conference	\$ 12,980	\$ 2,164	\$ 2,247
Utilities	\$ 17,200	\$ 2,867	\$ 1,389
Contracted Services	\$ 62,000	\$ 10,334	\$ 10,445
Judiciary Costs	\$ 1,142,409	\$ 190,402	\$ 193,649
Property Tax Revenue	\$ 2,895,928	\$ 482,654	\$ 482,656
Intergvt'l Revenue	\$ 906,624	\$ 151,104	\$ 151,104
Public Charges	\$ 100,000	\$ 16,667	\$ 18,191
Intergvt'l Charges	\$ 71,000	\$ 11,833	\$ 13,517

## Circuit Courts - February 2009



DEPT: 10-1000  
 CONTROL: SUMTST/01  
 REPORT: IS0000S  
 FORMAT: AB

\*\*\*UNAUDITED\*\*\*

BROWN COUNTY  
 CIRCUIT COURTS SUMMARY  
 DEPARTMENTAL BUDGET REPORT  
 MONTH ENDING FEBRUARY 28, 2009

PAGE: 0001  
 DATE: 03/30/2009  
 TIME: 11:32:52

C U R R E N T M O N T H . . . .			Y E A R T O D A T E . . . . .			TOTAL	REMAINING
ACTUAL	BUDGET	VARIANCE	ACTUAL	BUDGET	VARIANCE	REVISED BUDGET	BUDGET
EXPENDITURES							
80,153	87,111	6,958	141,629	161,156	19,527	1,132,452	990,823
8,267	0	(8,267)	20,657	0	(20,657)	0	(20,657)
142	0	(142)	388	0	(388)	0	(388)
88,562	87,111	(1,451)	162,674	161,156	(1,518)	1,132,452	969,778
6,464	43,693	37,229	11,924	87,290	75,366	524,955	513,031
25,384	0	(25,384)	43,153	0	(43,153)	0	(43,153)
151	0	(151)	151	0	(151)	0	(151)
1,854	0	(1,854)	3,152	0	(3,152)	0	(3,152)
810	0	(810)	1,522	0	(1,522)	0	(1,522)
4,706	0	(4,706)	8,627	0	(8,627)	0	(8,627)
3,639	0	(3,639)	6,752	0	(6,752)	0	(6,752)
58	0	(58)	115	0	(115)	0	(115)
43,066	43,693	627	75,396	87,290	11,894	524,955	449,559
2,812	1,381	(1,431)	3,349	2,763	(586)	16,580	13,231
0	123	123	0	246	246	1,470	1,470
301	890	589	925	1,780	855	10,680	9,735
998	965	(33)	1,843	1,930	87	11,580	9,737
0	161	161	0	321	321	1,925	1,925
214	341	127	429	683	254	4,100	3,671
2,250	2,647	397	2,253	5,294	3,041	31,762	29,509
3,478	4,119	641	3,791	8,241	4,450	49,450	45,659
963	1,263	300	2,190	2,528	338	15,167	12,977
979	980	1	1,959	1,959	0	11,752	9,793
71,267	76,799	5,533	142,533	153,598	11,065	921,590	779,057
0	41	41	0	83	83	500	500
0	416	416	0	833	833	5,000	5,000
83,262	90,126	6,865	159,272	180,259	20,987	1,081,556	922,284
1,863	1,083	(780)	2,247	2,164	(83)	12,980	10,733
1,863	1,083	(780)	2,247	2,164	(83)	12,980	10,733
79	1,434	1,355	1,389	2,867	1,478	17,200	15,811
79	1,434	1,355	1,389	2,867	1,478	17,200	15,811
5,000	4,584	(416)	10,000	9,167	(833)	55,000	45,000
265	584	319	445	1,167	722	7,000	6,555
5,265	5,168	(97)	10,445	10,334	(111)	62,000	51,555

DEPT: 10-1000  
CONTROL: SUMTST/01  
REPORT: IS00005  
FORMAT: AB

\*\*\*UNAUDITED\*\*\*

BROWN COUNTY  
CIRCUIT COURTS SUMMARY  
DEPARTMENTAL BUDGET REPORT  
MONTH ENDING FEBRUARY 28, 2009

PAGE: 0002  
DATE: 03/30/2009  
TIME: 11:32:52

CURRENT MONTH.....				YEAR TO DATE.....			
ACTUAL	BUDGET	VARIANCE		ACTUAL	BUDGET	VARIANCE	
3,418	1,916	(1,502)	TRANSCRIPTS	7,035	3,833	(3,202)	23,000
7,392	9,284	1,892	JUROS - DAILY FEE	10,304	18,568	8,264	111,408
1,021	1,084	63	JURY EXPENSE	1,382	2,167	785	13,000
25,715	25,584	(131)	ATTORNEY FEES	39,551	51,167	11,616	307,000
19,680	11,991	(7,689)	DR EXAMS	31,775	23,983	(7,792)	143,900
67,518	36,559	(30,959)	GUARDIAN AD LITEM	85,763	73,117	(12,646)	438,700
7,704	5,076	(2,628)	INTERPRETER SERVICES	13,542	10,152	(3,390)	60,913
2,057	2,790	733	JUROS - MILEAGE	2,872	5,581	2,709	33,488
826	500	(326)	JUROS - FOOD	1,425	1,000	(425)	6,000
0	250	250	EXPERT WITNESS - SPD	0	500	500	3,000
0	84	84	WITNESS FEES - SPD	0	167	167	1,000
0	84	84	WITNESS FEES - SPD - TRAVEL	0	167	167	1,000
135,331	95,202	(40,129)	TOTAL JUDICIARY COSTS	193,649	190,402	(3,247)	1,142,409
357,428	323,817	(33,610)	GRAND TOTAL EXPENDITURES	605,072	634,472	29,400	3,973,552
241,328	241,327	(1)	PROPERTY TAXES	482,656	482,654	(2)	2,895,928
241,328	241,327	(1)	TOTAL TAXES	482,656	482,654	(2)	2,895,928
14,684	14,684	0	GUARDIAN AD LITEM GRANT	29,368	29,368	0	176,206
60,868	60,868	0	ADMIN SUPPORT GRANT	121,736	121,736	0	730,418
75,552	75,552	0	TOTAL INTERGOVERNMENTAL REV	151,104	151,104	0	906,624
8,896	8,334	(562)	PROBATE FEES	18,191	16,667	(1,524)	100,000
8,896	8,334	(562)	TOTAL PUBLIC CHARGES	18,191	16,667	(1,524)	100,000
7,757	5,916	(1,841)	IV-D CHARGE BACK	13,517	11,833	(1,684)	71,000
7,757	5,916	(1,841)	TOTAL INTERGOVTL CHARGES	13,517	11,833	(1,684)	71,000
333,533	331,129	(2,404)	GRAND TOTAL REVENUES	665,468	662,258	(3,210)	3,973,552
							3,308,084

DEPT: 10-1000  
 CONTROL: SUMTST/01  
 REPORT: IS0000S  
 FORMAT: AB

\*\*\*UNAUDITED\*\*\*

BROWN COUNTY  
 CIRCUIT COURTS SUMMARY  
 DEPARTMENTAL BUDGET REPORT  
 MONTH ENDING FEBRUARY 28, 2009

PAGE: 0001  
 DATE: 03/30/2009  
 TIME: 11:32:52

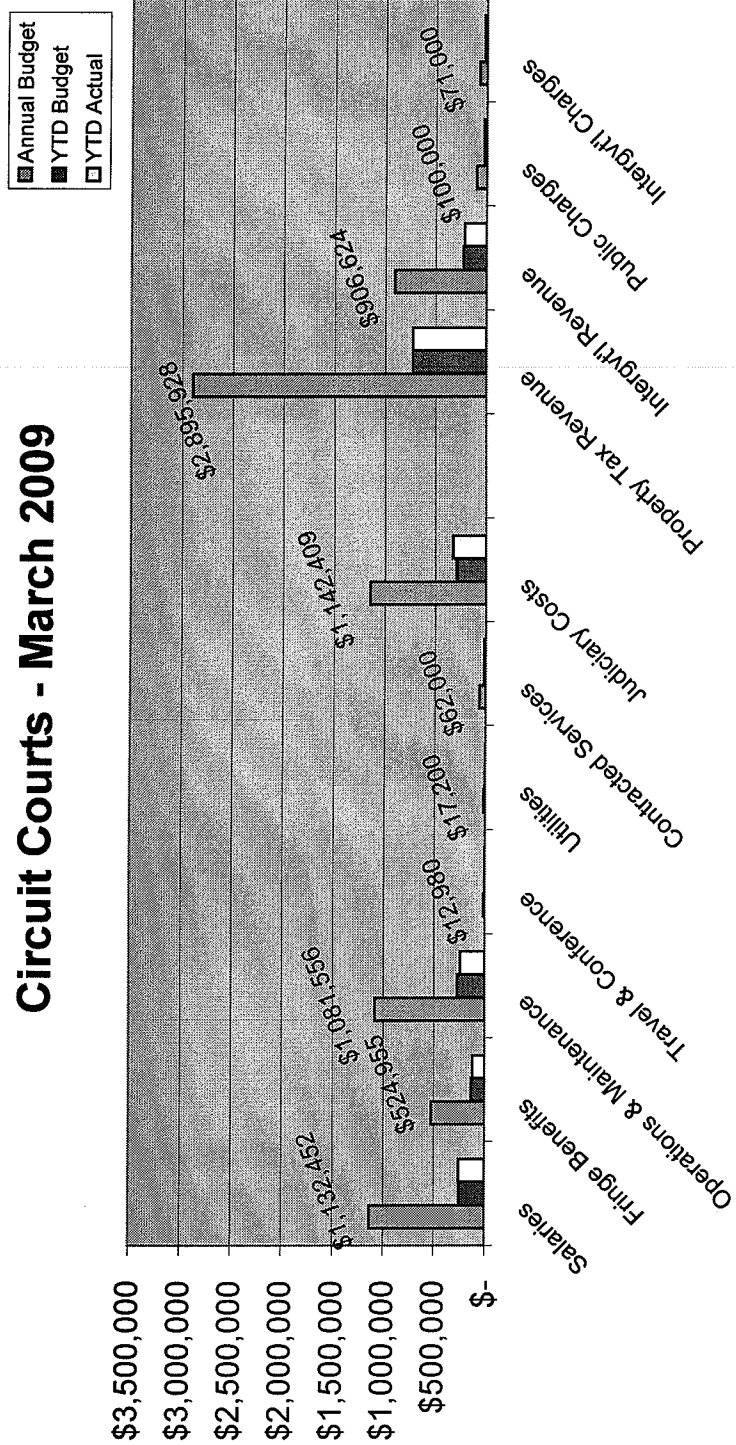
C U R R E N T M O N T H . . . .			Y E A R T O D A T E . . . . .			TOTAL	
ACTUAL	BUDGET	VARIANCE	ACTUAL	BUDGET	VARIANCE	REVISED	REMAINING
						BUDGET	BUDGET
EXPENDITURES							
80,153	87,111	6,958	141,629	161,156	19,527	1,132,452	990,823
8,267	0	(8,267)	20,657	0	(20,657)	0	(20,657)
142	0	(142)	388	0	(388)	0	(388)
88,562	87,111	(1,451)	162,674	161,156	(1,518)	1,132,452	969,778
6,464	43,693	37,229	11,924	87,290	75,366	524,955	513,031
25,384	0	(25,384)	43,153	0	(43,153)	0	(43,153)
151	0	(151)	151	0	(151)	0	(151)
1,854	0	(1,854)	3,152	0	(3,152)	0	(3,152)
810	0	(810)	1,522	0	(1,522)	0	(1,522)
4,706	0	(4,706)	8,627	0	(8,627)	0	(8,627)
3,639	0	(3,639)	6,752	0	(6,752)	0	(6,752)
58	0	(58)	115	0	(115)	0	(115)
43,066	43,693	627	75,396	87,290	11,894	524,955	449,559
2,812	1,381	(1,431)	3,349	2,763	(586)	16,580	13,231
0	123	123	0	246	246	1,470	1,470
301	890	589	925	1,780	855	10,680	9,755
998	965	(33)	1,843	1,930	87	11,580	9,737
0	161	161	0	321	321	1,925	1,925
214	341	127	429	683	254	4,100	3,671
2,250	2,647	397	2,253	5,294	3,041	31,762	29,509
3,478	4,119	641	3,791	8,241	4,450	49,450	45,659
963	1,263	300	2,190	2,528	338	15,167	12,977
979	980	1	1,959	1,959	0	11,752	9,793
71,267	76,799	5,533	142,533	153,598	11,065	921,590	779,057
0	41	41	0	83	83	500	500
0	416	416	0	833	833	5,000	5,000
83,262	90,126	6,865	159,272	180,259	20,987	1,081,556	922,284
1,863	1,083	(780)	2,247	2,164	(83)	12,980	10,733
1,863	1,083	(780)	2,247	2,164	(83)	12,980	10,733
79	1,434	1,355	1,389	2,867	1,478	17,200	15,811
79	1,434	1,355	1,389	2,867	1,478	17,200	15,811
5,000	4,584	(416)	10,000	9,167	(833)	55,000	45,000
265	584	319	445	1,167	722	7,000	6,555
5,265	5,168	(97)	10,445	10,334	(111)	62,000	51,555

Brown County  
Circuit Courts  
Budget Status Report

4/16/2009

	Annual Budget	YTD Budget	YTD Actual
Salaries	\$ 1,132,452	\$ 248,269	\$ 253,041
Fringe Benefits	\$ 524,955	\$ 130,983	\$ 118,802
Operations & Maintenance	\$ 1,081,556	\$ 270,389	\$ 239,958
Travel & Conference	\$ 12,980	\$ 3,245	\$ 3,355
Utilities	\$ 17,200	\$ 4,300	\$ 2,969
Contracted Services	\$ 62,000	\$ 15,500	\$ 16,150
Judiciary Costs	\$ 1,142,409	\$ 285,602	\$ 325,786
Property Tax Revenue	\$ 2,895,928	\$ 723,983	\$ 723,984
Intergvt'l Revenue	\$ 906,624	\$ 226,656	\$ 211,973
Public Charges	\$ 100,000	\$ 25,000	\$ 23,902
Intergvt'l Charges	\$ 71,000	\$ 17,750	\$ 20,723

## Circuit Courts - March 2009





DEPT: 10-1000  
CONTROL: BAL/01  
REPORT: IS0000S  
FORMAT: AB

\*\*\*UNAUDITED\*\*\*

BROWN COUNTY  
CIRCUIT COURTS SUMMARY  
DEPARTMENTAL BUDGET REPORT  
MONTH ENDING MARCH 31, 2009

PAGE: 0002  
DATE: 04/14/2009  
TIME: 14:16:31

.....C U R R E N T M O N T H.....				.....Y E A R T O D A T E.....			TOTAL	
ACTUAL	BUDGET	VARIANCE		ACTUAL	BUDGET	VARIANCE	REVISED BUDGET	REMAINING BUDGET
2,215	1,917	(298)	TRANSCRIPTS	9,250	5,750	(3,500)	23,000	13,750
21,072	9,284	(11,788)	JURORS - DAILY FEE	31,376	27,852	(3,524)	111,408	80,032
1,533	1,083	550	JURY EXPENSE	1,914	3,250	1,336	11,000	11,086
31,787	25,583	(6,204)	ATTORNEY FEES	71,339	76,750	5,411	307,000	235,661
22,000	11,992	(10,008)	DR EXAMS	53,775	35,975	(17,800)	143,900	90,125
41,637	36,558	(5,079)	GUARDIAN AD LITEM	127,400	109,675	(17,725)	438,900	311,300
8,158	5,076	(3,082)	INTERPRETER SERVICES	21,700	15,228	(6,472)	60,913	39,213
2,885	2,791	(94)	JURORS - MILEAGE	5,757	8,372	2,615	33,488	27,731
1,850	500	(1,350)	JURORS - FOOD	3,275	1,500	(1,775)	6,000	2,725
0	250	250	EXPERT WITNESS - SPD	0	750	750	3,000	3,000
0	83	83	WITNESS FEES - SPD	0	250	250	1,000	1,000
0	83	83	WITNESS FEES - SPD - TRAVEL	0	250	250	1,000	1,000
132,137	95,200	(36,937)	TOTAL JUDICIARY COSTS	325,786	285,602	(40,184)	1,142,409	816,623
354,989	323,816	(31,172)	GRAND TOTAL EXPENDITURES	960,061	958,288	(1,772)	3,973,552	3,013,492
241,328	241,329	1	REVENUES	723,984	723,983	(1)	2,895,928	2,171,944
241,328	241,329	1	PROPERTY TAXES	723,984	723,983	(1)	2,895,928	2,171,944
0	14,683	14,683	GUARDIAN AD LITEM GRANT	29,368	44,051	14,683	176,206	146,838
60,868	60,869	1	ADMIN SUPPORT GRANT	182,605	182,605	0	730,418	547,813
60,868	75,552	14,684	TOTAL INTERGOVERNMENTAL REV	211,973	226,656	14,683	906,624	694,651
5,711	8,333	2,622	PROBATE FEES	23,902	25,000	1,098	100,000	76,098
5,711	8,333	2,622	TOTAL PUBLIC CHARGES	23,902	25,000	1,098	100,000	76,098
7,206	5,917	(1,289)	IV-D CHARGE BACK	20,723	17,750	(2,973)	71,000	50,277
7,206	5,917	(1,289)	TOTAL INTERGOVTL CHARGES	20,723	17,750	(2,973)	71,000	50,277
315,113	331,131	16,018	GRAND TOTAL REVENUES	980,582	993,389	12,807	3,973,552	2,992,970

**Request for Proposal (RFP)**

**For**

**Interpreter Services**

**Project # 1355**



**Response Deadline**

**June 22, 2009**

**4:00pm Local Time**

**To:**

**Brown County Purchasing Department**



## **Tentative Project Timeline**

May 6, 2009	RFP Submitted to Public Safety Committee for Recommended Approval to Post
May 20, 2009	RFP Submitted via Public Safety Committee for County Board Approval
May 27, 2009	RFP Posted
June 9, 2009	RFP Questions from potential Vendors due to Purchasing Department
June 12, 2009	Answers to RFP questions posted to Brown County website via Addendum
June 22, 2009	RFP Responses Due to Purchasing Department.
June 23 – June 29 2009	RFP Review time for Selection Committee
June 30 – July 2 2009	Possible Interviews if required by Selection Committee
July 8, 2009	Final Selection & Contract award

### **I. RFP Response**

Vendor shall provide the response to this RFP with major sections separated by tabs or dividers. A table of contents shall provide definition to the sections. The binder shall be of such size as to hold the materials comfortably, allowing the reviewer to turn the pages without tearing.

The vendor shall provide one (1) original and five (5) exact clearly marked copies of proposal, each an exact duplicate of the original. The original shall be signed by an authorized employee of the company and be clearly marked on the outside front cover as such.

The response shall include at a minimum, the following:

- Cover Letter signed by authorized employee of the company
- Complete detailed description of services to be offered
- Detailed rate sheet (Attachment B)
- Additional supplemental materials as desired to enhance the proposal

Proposals will be opened and recorded on June 23, 2009 in the Brown County Purchasing Department.

All potential suppliers, by submission of their respective proposals, agree to abide by the rules, regulations and procedures of Brown County. Brown County reserves the right to cancel any order or contract for failure of the successful supplier to comply with the terms, conditions and specifications of the bid proposal and/or contract.

## **II. RFP Due Date:**

All proposals are due to Brown County Purchasing no later than **4:00 pm Local Time Monday June 22, 2009**. Submit in a sealed envelope marked "Project 1355 Interpreter Services". No proposal may be faxed or e-mailed. No proposal may be withdrawn for ninety (90) days. Pricing is to remain firm for ninety (90) days from date of bid/proposal due date.

Proposals **must be stamped in** by the above due date and time per the electronic time stamp in the Purchasing Department. Proposals not stamped by the above due date and time will be rejected. Those wishing to submit proposals are encouraged to verify the time on the receiving stamp as this is the official time used for accepting all Proposals. Time discrepancies between wall clocks, watches, cell phones, etc. will not be honored. The official time stamp is the **only** time that will be used.

### Delivery Address for Hand Delivery, UPS, DHL, Fed X, etc.:

Brown County Purchasing  
305 E. Walnut St. 5<sup>th</sup> Floor  
Green Bay, WI 54301

### Delivery Address for USPS:

Brown County Purchasing  
PO Box 23600  
Green Bay, WI 54305-3600

All questions related to this RFP must be in writing and received by the Brown County Purchasing Department no later than **4:00 pm Local Time June 9, 2009** via e-mail to [bc\\_administration\\_purchasing@co.brown.wi.us](mailto:bc_administration_purchasing@co.brown.wi.us). Clearly mark the e-mail: "Project #1355 Interpreter Services". Phone call and faxed questions will not be accepted.

Answers to all written questions will be answered in the form of an addendum and entered on the Brown County web site (<http://www.co.brown.wi.us/administration/Purchasing/Bids/RFP>) on **June 12, 2009 no later than 4:30 pm Local Time**. It is the responsibility of all interested vendors to access the web site for this information. Calls for assistance with the web site can be made to (920) 448-4039.

Selection results will be posted on Brown County web site (<http://www.co.brown.wi.us/administration/Purchasing/Bids/RFP>) after a vendor selection has been made.

## **III. Payment Terms:**

Be advised that by accepting this order/contract the vendor agrees and understands that payment will be made by the county within 30 days of the receipt of a properly completed invoice or receipt and acceptance of the property or service under the order or contract, whichever is later, with exception of a good faith dispute. See Wisconsin Statute 66.0135.

## **IV. Other**

Rejection of proposals: Brown County reserves the right to accept or reject any or all proposals, in whole or in part, received in response to this proposal, to waive or permit cure of minor

irregularities, and to conduct discussions with all qualified suppliers in any manner necessary to serve the best interest of Brown County.

Brown County reserves the right to negotiate an Agreement after the successful firm is selected. Selection will be based only on the proposal submitted and subsequent interviews. Therefore, the proposals must be complete. Submission of a proposal shall constitute a valid offer, which may be accepted by the County for a period of ninety (90) days following the proposal opening.

No vendor will be provided with financial and/or competitive vendor information on this proposal until after the award of contract has been made. To the extent possible, it is the intention of Brown County to withhold the contents of the proposal from public view until such times as competitive or bargaining reasons no longer require non-disclosure, in the opinion of Brown County. At that time, all proposals will be available for review in accordance with the Wisconsin Open Records Law. Brown County shall not be held liable for any claims arising from disclosure required under the Wisconsin Open Records Law.

Contractor verification prior to award: Contractor's financial solvency may be verified through financial background checks via Dun & Bradstreet or other means prior to contract award. Brown County reserves the right to reject proposals based on information obtained through these background checks if it's deemed to be in the best interest of the County.

Taxes: Brown County and its departments are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes.

#### **V. State of Wisconsin Requirements:**

This contract shall be subject to the laws of the State of Wisconsin. In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5), Stats., sexual orientation as defined in s.111.32(13m), Wis Stats, or national origin.

#### **VI. Selection Criteria**

Proposals will be reviewed and scored by a selection committee set up by the County. Award of the contract will be based upon committee recommendation after evaluation of proposals per the criteria identified in attachment C. Proposals will be ranked based on scores and the top scoring proposals *may* be invited in for an interview.

#### **VII. Attachments:**

- A. Scope of Work
- B. Rate Sheet
- C. Scoring Sheet
- D. Reference Sheet
- E. Addendum Sheet
- F. Appeals
- G. Insurance Requirements

**Attachment A**  
**Scope of Work**  
**Project # 1355**

**Overview of Request for Proposal**

It is the intent of this Request for Proposal to describe the minimum requirements for Interpreter Services for Brown County departments. All items, services not specifically mentioned, which are necessary or which are regularly furnished in order to provide complete interpreter services, shall be furnished by the successful bidder at the bid price and shall conform in strength and quality of material and workmanship to that usually provided by the practice indicated in this specification.

Proposal conditions including either the word "must" or "shall" describe a mandatory requirement. All specifications are defined as mandatory minimum requirements unless otherwise stated. If no supplier is able to comply with a given specification or condition, the Purchasing Department reserves the right to delete that specification or condition of the proposal. Brown County reserves the right to cancel any agreement that may result from this Request for Proposal with no penalty if the Brown County Board of Supervisors fails to appropriate funds for this contract.

Suppliers may attach additional information to this proposal.

**Scope of Project**

Brown County is seeking proposals from qualified vendors to provide, on a competitive basis, Interpreter Services. The purpose of this Request for Proposal is to establish a two-year contract for Interpreter Services for County-wide use. Primary user of this contract will be the Circuit Courts, Clerk of Courts, Human Services, District Attorney's Office and the Law Enforcement Center, however participation shall be made available to all County departments.

It is the intent of Brown County during this contract period to obtain all interpreter services listed in this Request for Proposal from the vendor(s) to which the contract is awarded. Services listed in this proposal shall be awarded to the vendor(s) providing the most beneficial proposal at the discretion of Brown County. All awards shall be based on the evaluation process.

To meet the needs and requirements of all County departments, this contract may be awarded to several vendors. This will allow for adequate coverage throughout County departments in various languages as required.

Additional contracts may be allowed and added throughout the contract period as interpreter(s) meet the required status on the State of Wisconsin Roster, as described herein, for any particular language, as deemed necessary by Brown County.

Brown County, through Title VI of the Civil Rights Act of 1964 and other legal mandates and policies, desire for all County departments to manage a more cost-effective, efficient method of providing quality and improved accessibility to Interpreter Services for County clients and customers.

### **Courts**

Brown County Circuit Courts uses interpreter services for a wide variety of languages, with an emphasis on Spanish and American Sign Language (ASL). The majority of the Court's Interpreter Services requests are for oral interpretations requiring consecutive and simultaneous interpreting. The Circuit Courts currently fulfill these needs through an agreement between Brown County and an interpreter agency. Interpreters for the Courts MUST be certified.

### **District Attorney**

The Brown County District Attorney's Office also uses Interpreter Services for a variety of languages. Most services are for legal oral interpretations, however written translations may be required. These needs are currently provided by several individuals on a case-by-case basis.

### **Law Enforcement Center**

Department requires interpreter(s) to respond directly to the scene and/or to the Law Enforcement Center. The responding interpreter may be required to testify in court, as a witness, if the case goes to trial. The intent of the County is to eliminate any conflict of interest, therefore, an interpreter used during an investigation phase, shall not be used for that trial and/or hearing.

The Law Enforcement Center Correctional Division requires interpretation services for jail bookings, release processes, reading of legal documents and procedures to inmates.

The Correction Division has Prison Rape Elimination Act (PREA) training that is required to be attended by all contractors, including interpreters. Interpreter(s) shall be required to attend this one-time short presentation during the contract period.

The Law Enforcement Center currently works with an interpreter services agency for interpreter needs.

Interpreters providing services at the Law Enforcement Center may be approved by the Sheriff's Department Administration based on past criminal history. Vendor will be required to provide a list of all interpreters to be used at this facility, including names, addresses, and date of birth.

### **Human Services**

Department requires various language and hearing impaired Interpreter Services to meet client needs. Services include Spanish, other languages, American Sign Language, along with telephone, medical, nutritional interpreting, and written translations. Department shall have the right, if requested by a client, to request or deny a particular individual from an agency to provide interpreter services as described herein.

Human Services requires the vendor to complete a medical course of study, in Spanish, that has been approved by the County.

The County requires the vendor to be capable of providing encryption for confidential written documents provided to the Human Services Department in order to allow for communication between the department and the vendor without jeopardizing confidentiality.

### **Availability and Response Time**

The County requires confirmation of requests for on-site services to be made within **twenty-four (24) hours, or less**, and must be able to be on-site **within twenty-four (24) hours of request**. **Law Enforcement Center shall require all on-site services within ninety (90) minutes of request.**

If three (3) way phone services are required, then the phone translation service must be available within **thirty (30) minutes**, or less, of the request. All services shall be available twenty-four (24) hours a day, seven days a week, including holidays and weekends.

Human Services requires the ability to schedule appointments with the vendor, with the vendor contacting the client, confirming time, date and acknowledgement of service completion back to the department.

The majority of County services are provided by appointment and Interpreter Services are coordinated in advance. Human Services may at times schedule appointments in the afternoon for morning appointments on the following day.

In order to meet the County's demand for interpreter services, the County shall have the right to obtain interpreter services, as described herein, from other individuals, agencies and/or entities not listed on the State Roster in order to obtain required services.

### **Phone Services**

Vendor(s) must offer three-way phone interpreting services if an on-site interpreter is not available, and/or as the County determines is appropriate. Telephone interpreting services are required to be available **twenty-four (24) hours a day, seven (7) days a week, include holidays and weekends**. **The County requires a minute rate, with a "not to exceed" amount per episode.**

The County shall ultimately determine the appropriateness of the service method for all Interpreter Services.

### **Cancellations**

The Brown County Circuit Courts reserves the right to cancel Interpreter scheduled appointments for trials and court hearings within twenty-four (24) hours of their scheduled time without penalty or charge (holiday and weekends included). Interpreter(s) shall be notified of Court cancellations and/or any other notices via e-mail only. Notifications via any other method will not be provided.

All other departments, including the Brown County Circuit Courts, if for other than trials or court hearings, reserves the right to cancel interpreter scheduled appointments within **twenty-four (24) hours** of their scheduled time without penalty or charge (holiday and weekends included).

The Brown County Clerk of Courts reserves the right to cancel Interpreter scheduled appointments for trials and court hearings within **twenty-four (24) hours** of their scheduled time without penalty or charge (holiday and weekends included). Interpreter(s) shall be notified of Court cancellations and/or any other notices via e-mail only. Notifications via any other method will not be provided.

All other departments, if for other than trials or court hearings, reserves the right to cancel interpreter scheduled appointments within **twenty-four (24) hours** of their schedule time without penalty or charge (holiday and weekends included).

If the vendor cancels an appointment, it shall be the responsibility of the vendor to make arrangements for rescheduling of the appointment with the appropriate department. For court related appointments, the vendor shall be responsible for providing a replacement for all scheduled appointments, eliminating any need for re-scheduling of court appointments.

For court hearings/trials that are rescheduled in court, it shall be the responsibility of the vendor to calendar the appointment. Notifications will not be provided.

### **Adding Languages**

Vendor(s) shall track language trends to identify languages needing additional recruitment. This is especially crucial where Interpreter availability is low, and where three (3) way phone interpreting is the only available method to provide Interpreter Services.

### **Certifications**

Vendors shall ensure interpreters providing service under this contract for all spoken languages and American Sign Language (ASL) are listed as "certified" status on the State of Wisconsin Roster, authorized and qualified, receive continued appropriate training or education, meet State and County safety requirements, and comply with the Code of Professional Conduct. Vendors shall ensure interpreters providing service for all other Brown County Departments are listed as "provisional" status on the State of Wisconsin Roster.

American Sign Language (ASL) interpreters, may also be required to hold a special Registry of Interpreters for the Deaf (RID) and/or a National Association of the Deaf (NAD) legal certificate if used by the County in legal proceedings.

### **Definitions**

Certification for Spanish and Other Foreign Languages: Interpreter has successfully completed all requirements for certification in Wisconsin, which includes attendance at orientation training, completion of written testing and passing the oral certification exam. Certification may also include Federal certification.

Certification for ASL: Interpreter has successfully completed all requirements for certification in Wisconsin, which includes attendance at orientation training and hold of a special RID legal certificate. Interpreters are required to reference Wisconsin website for specific requirements: <http://wicourts.gov/services/interpreter/index.htm>

### **Administrative Meetings**

County departments may request regular meetings with vendor(s) to review contract compliance, service performance, and to assist them as necessary. Much of this assistance will evolve from user and vendor(s) feedback.

### **Listing**

Successful vendor(s) shall maintain and make available, at all times, to the County or designated agent a list of interpreters employed and/or contracted to provide services and the status held on the State of Wisconsin Roster. List shall be provided at the time of contract award and shall include all telephone numbers, cell phones numbers, pager numbers, e-mail addresses, and all other means of communication for each interpreter in order to meet the twenty-four (24) hour, seven (7) days a week requirement.

**Orientation**

Vendor(s) shall conduct orientation for all interpreters prior to their providing services for County. At the request of the County the vendor shall provide documentation of the orientation provided. The orientation shall consist of Codes of Ethics, Professional Conduct, and signing of Confidentiality for Interpreters, legal requirements for providing Interpreter Services, the role of the Interpreter in working with Brown County, specific requirements under this contract, and an overview of the billing and record keeping requirements process, and contractual requirements.

**Photo Identification**

Photo identification shall be visible at all times, by interpreters, whenever serving County clients/customers. Photo identification shall not be a Brown County Employee Identification Card and shall not be provided by the County.

**Standards**

Interpreters shall follow effective communications as established in Title VI of the Civil Rights Act of 1964, State of Wisconsin Code of Ethics for Court Interpreters, and all Federal Statutes and Regulations.

**Denial of Services**

Interpreter(s) shall not deny the County any services the County deems appropriate (for example, domestic violence services, child/adult protection services, etc.). Interpreter(s) shall make every effort to accommodate Brown County needs and requirements.

**Accuracy and Completeness**

Interpreter(s) shall always thoroughly and faithfully render the source language message, omitting or adding nothing, giving consideration to linguistic variations in both source and target languages, conserving the tone and spirit of the source language message.

**Cultural Sensitivity and Courtesy**

Interpreter(s) shall be culturally competent, sensitive, and respectful of the individual(s) they serve on the County's behalf, including County employees.

**Confidentiality**

Interpreters shall not divulge any information obtained through their assignments, including, but not limited to, information gained through access to documents or other written materials.

Selected vendor shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and be able to sign a Business Associate Agreement (BAA) with the County. Selected vendor shall have the responsibility to protect the confidentiality of all documents as in accordance with all applicable Brown County policies and procedures and with all applicable state and federal laws.

Selected vendor shall comply with State and Federal constitutions, laws, rules, and regulations applicable to the services for this contract including, without limitation, those set forth in and pertaining the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any revisions/amendments thereto.

All interpreter(s) providing services for the Human Services Department shall be required to sign a Statement of Confidentiality for Interpreters form prior to providing services.



**Disclosure**

Interpreter(s) shall not publicly discuss, report, or offer an opinion concerning matters in which they are or have been engaged, even when the information is not privileged by law to be confidential.

**Compensation**

The fee schedule agreed to between the contracted language services providers and County departments shall be the maximum compensation accepted. Interpreter(s) shall not accept additional money, considerations, or favors for services reimbursed by the County.

Interpreter(s) shall not use for private or others gain or advantage, the County's time or facilities, equipment or supplies, nor shall they use or attempt to use their position to secure privileges or exemptions.

The County shall not reimburse interpreters for any discussion with other attorney's, Public Defenders, clients, etc. prior to court unless approved by the Court prior to providing the service. Those services shall be invoiced to the entity for which the service was provided, not the County. The Clerk of Courts Department will be liable for all costs for ASL Interpreters provided in their department.

**Non-Discrimination**

Interpreter(s) shall always be neutral, impartial and unbiased. Interpreter(s) shall not discriminate on the basis of gender, disability, race, color, national origin, age, socioeconomic or educational status, religious, political, or sexual orientation. If Interpreter(s) are unable to ethically perform in a given situation the Interpreter(s) shall refuse or withdraw from the assignment without threat or retaliation.

**Self-Representation**

Interpreter(s) shall accurately and completely represent their certifications, training, and experience throughout the term of the contract agreement. Interpreter(s) must hold appropriate status on State of Wisconsin Roster at all times. Interpreter(s) shall provide immediate notification to the County and copies of change in status, lapsing, and/or termination from the State of Wisconsin Roster.

**Accreditation**

Interpreter(s) shall only interpret for the language(s) for which he/she is authorized and holds appropriate status on State of Wisconsin Roster as specified herein.

**Impartiality - Conflict of Interest**

Interpreter(s) shall disclose, to the servicing department, any real or perceived conflict or interest which would affect their objectivity in the delivery of services under this contract. Providing Interpreting Services for family members or friends may violate the individuals right to confidentiality, or constitute a conflict of interest.

**Scope of Practice**

Interpreter(s) shall not counsel, refer, give advice, or express personal opinions, to individuals for whom they are interpreting, or engage in any other activities, which may be construed to constitute a service other than interpreting. Interpreters are prohibited from having unsupervised access to clients, including but not limited to phoning clients directly, except at the request of the County department.

### **Reporting Obstacles to Practice**

Interpreter(s) shall assess at all times their ability to Interpret. Should Interpreters have any reservations about their competency, they must immediately notify the individual County department and offer to withdraw without threat of retaliation. Interpreter may remain until more appropriate Interpreter(s) can be secured by the County.

### **Ethical Violations**

Interpreter(s) shall immediately withdraw from encounters they perceive as violations of the Professional Conduct Code and any Code of Ethics for Interpreters. Any violation of the codes may cause termination of the contract.

### **Professional Development**

Interpreter(s) should develop their skills and knowledge through professional training, continuing education, and interaction with colleagues, and specialists in related fields. Proper status on the State of Wisconsin Roster, as described herein, is a requirement at all times during the term of contract. Professional development shall be at no cost to the County.

### **Professional Courtesy, Demeanor and High Standards of Conduct**

Interpreter(s) shall provide excellent customer service. Interpreter(s) shall maintain a professional demeanor, be courteous and use the tone of voice appropriate to the situation. Interpreter(s) shall be punctual, prepared, and dressed in a manner appropriate and not distracting to the situation. Interpreter(s) shall act at all times in accordance with the standards of conduct and decorum appropriate to their profession.

Interpreter(s) awarded this contract shall be required to work cooperatively and courteously with all other County interpreters and/or other County service providers at all times.

### **Problem Resolution**

Successful vendor will be required to work directly with the County department(s), requesting services under this contract in order to improve customer service. Vendor(s) shall meet with the County department as requested to resolve any problems. Problems that are not resolved shall be referred to Brown County Purchasing. Brown County Purchasing shall inform the vendor(s) in writing of the unresolved issues and the vendor(s) will respond with proposed corrective actions within 10 days of receipt of letter.

### **Assignment**

Successful vendor(s) shall not sell, sublet, or assign agreement or any portion thereof to any person(s) or firm(s), except upon the written approval of Brown County.

### **Exceptions**

Vendor(s) are required to list any and all exceptions to any items when submitting their proposal for review by the County. If no exceptions are listed, the County shall assume the vendor will achieve and abide by all specifications listed herein.

### **Term of Contract**

The term of the contract shall be for a period of two (2) years, to begin from the date it is fully executed by Brown County. The contract may be extended for one additional year at the discretion of Brown County.

Brown County cannot predict the language mix, overall quantity or the dollar value of the services that will be requested during the term of this contract. Proposals that require minimum service quantities or dollar amount will be disqualified.

### **Proposed Pricing**

Proposal pricing shall include all charges to Brown County for Interpreter Services. Proposed pricing shall be as listed and as specified for each type of service as listed on Attachment B.

The proposed pricing submitted by vendor will be fixed the entire contract term.

### **Delivery of Services**

All Interpreter Services shall be provided as specified herein and at the proposed pricing to all County departments as requested and shall be without additional charges. Vendor(s) will make a concerted effort to meet Brown County's needs on a daily basis. The vendor(s) will give the Brown County department requesting the service a three (3) day notice whenever the vendor is unable to supply Interpreter Services for any reason.

- Language Interpreters may be required to provide services (when a trial is cancelled) to the Courts and/or other County departments when payment is made for a trial cancellation. These services shall be free of charge to other departments. Interpreter(s) must respond to any request for services during this period within 30 minutes. Interpreter(s) may be required to stay in a location during this period, as designated by the County, to allow for accessibility to County departments.
- Human Services Interpreters, in the event of a cancellation and the Interpreter is on-site, reserve the right to have the Interpreter assist with short written memo or phone translations during the hour appointment time.
- Interpreters shall be required to use electronic equipment, such as, Simultaneous Interpretation System by Conference Systems, Inc., when multiple parties as designated by the Courts.
- Interpreter(s) shall refrain from conducting interpreter services other than those provided during actual Court proceedings and/or with Court appointed attorney. Under no circumstances shall interpreter(s) invoice the County for services provided to a client on behalf of a private attorney and/or the State Public Defender. Not abiding by this restriction may be cause for contract cancellation.
- Interpreter(s) shall recess for lunch as designated by the Court. Lunch recesses shall not be billable to the County. Lunch recesses shall be at no charge to the County and shall not be the responsibility of the County. Interpreter(s) shall be responsible for any meal expenses and shall not invoice the lunch hour to the County.
- Under no circumstances shall an interpreter be removed from a scheduled appointment for a County department in order to provide services to another County department or any other individual/agency.

It is the intent of the County to establish payment in fifteen (15) minute increments, with a one (1) hour minimum per day, for services provided under this contract. Vendor(s) are encouraged to provide their minimum charge as requested on Cost Statement.

The County is interested in the possibility of an all-inclusive contract to provide all services required by the County for a particular language. If the vendor is interested in this option, the vendor(s) will provide a plan and methodology of providing all-inclusive service(s) with their proposal. The vendor should include in their proposal, any information the County may be required to provide to the vendor in order for the vendor to provide an all-inclusive proposal.

### **Secondary or Back-Up Source**

Brown County reserves the right to purchase from a secondary and/or back-up sources in order to acquire all Interpreter Services required to meet the full needs of the County.

### **Audit**

Successful vendor must furnish the County with a certified annual audit for services exceeding \$25,000.00 as required by Wisconsin Statutes.

### **Contact**

Vendor(s) shall provide the name of contact person(s), telephone number, cell phone number, pager number, e-mail address, and any other means of communication to Brown County for assistance with scheduling of services, to resolve invoicing issues, to answer questions, to determine order status and/or to expedite delivery. Interpreter(s) shall be notified of Court cancellations and/or any other notices via e-mail only. Notifications via any other method will not be provided.

### **Qualifications**

- Interpreter(s) and/or agencies must have experience in interpreting the language(s) under contract and/or have proper status on the State of Wisconsin Roster as required and specified in this Request for Proposal.
- Be familiar, capable and have a clear understanding of performing the services required in regard to the acquisition of Interpreter Services as specified in this Request for Proposal.
- Meet all requirements, certifications, code of ethics, regulations, etc., pursuant to the specifications listed herein.

### **References**

Vendor shall provide at least three (3) references of recent clients with similar requirements as specified in this proposal. Reference information shall include contact person, phone number, fax number and e-mail address of a person that may be contacted. Brown County is especially interested in receiving references from projects that most closely match these requirements.

### **Payment**

Interpreter(s) shall direct all bills for County requested Interpreter Services directly to the Department using the service or as directed by the County.

Interpreter(s) shall not bill the County for Interpreter/Translation Services provided to the Interpreter's own family members. Vendor(s) shall not accept any compensation from clients or others on behalf of County clients.

Interpreters may, with client written consent, share information from the client's records only with appropriate authorized County personnel working on the client's behalf and Interpreters must ensure that this shared information is similarly safeguarded, except for the Human Services. Human Services shall direct the vendor on the proper handling of client information.

Vendor(s) shall not determine the need for Interpreter Services for the County. Interpreter(s) shall not market Interpreter Services to the County.

Interpreter(s) shall not arrange services for clients in order to create business.

Interpreter(s) Shall Not Contact the Client Other Than at the Request of the County. Interpreter(s) shall not provide transportation for the client to, or from, County appointments.

Interpreter(s) shall not require a County client to obtain Interpreter Services exclusive of other Interpreters or Vendors holding valid contracts with the County.

The County will only be responsible for payment of services for County related business and only as authorized by the County.

#### **Invoicing Requirements**

Brown County may issue itemized purchase orders, as well as blanket purchase orders, for services listed in this proposal.

Vendor(s) shall be required to provide an invoice, no later than ten (10) days of the succeeding month for the previous month's activities. Prompt payment requires that invoices be clear and complete in conformity with the instructions below. Vendor is responsible for the completion of all recordkeeping and reporting requirements as appropriate for all services prior to payment. Brown County shall pay within 30 days of the receipt and acceptance of a properly completed invoice, with the exception of a good faith dispute. Invoices must include the following:

- Agency Name, if any
- Name of Interpreter providing the service
- Level of Certification of Interpreter that provided the service
- Client's Name and Case Number
- Court Representative's signature
- County representative, if any, present at time of service
- Type of service provided
- Remit to address
- Vendor account number
- Purchase Order number
- Date of Service
- Location of Service
- Quantity of Hours; specify start time and end time
- Mileage
- City interpreter came from

- Language
- Complete service description
- Unit price
- Extended price
- Grand total
- All interpreter services provided for court hearings shall be invoice separately

Vendor shall be responsible for the completion of a receipt of service after the end of each service completion. Copy shall be provided to the department at the end of each service completion.

No information provided verbally, or by any other personnel, will be considered binding. All vendors shall use this written document and its attachments as the sole basis for proposal at this time.

#### **Insurance Requirements**

Successful Vendor shall be required to provide a Certificate of Liability Insurance pursuant to Exhibit G.

#### **Vendor Supplied Documentation and Materials**

All vendor-supplied materials, including the vendor's proposal, become the property of Brown County. Brown County will work with vendors to meet their confidentiality requirements, provided that they are within reason. All vendor confidential material must have each page clearly marked as confidential. Wisconsin "Open Records Laws" apply.

#### **Bid Presentation Costs**

Brown County shall not be liable in any way for any costs incurred by vendors in the presentation of their proposal in response to this Request for Bid nor for the presentation of their bid and/or participation in any discussions or negotiations.

#### **Contract Requirements**

The successful vendor shall be required to enter into a contract agreement with the County, and may include a Business Associate Agreement (BAA). Any agreement or contract resulting from the acceptance of the proposal shall be on forms either supplied by the County or approved by the County.

**Attachment B**  
**Rate Sheet**  
**Project # 1355**

Please submit the following information on this form

**On-Site Services:**

<u>Specify</u>	<u>Hourly Rate</u>	<u>Billing Time Begins And Ends</u>
Regular Business Hours, From 8-5	\$ _____	_____
Regular Business Hours, From 8-8 (for 24 hour departments)	\$ _____	_____
Overtime	\$ _____	_____
Evenings	\$ _____	_____
Weekends	\$ _____	_____
Holidays	\$ _____	_____
Emergencies	\$ _____	_____
Other (List): _____	\$ _____	_____
Other (List): _____	\$ _____	_____
Minimum Charge (page 10)	\$ _____	_____
Billing Increments (page 10)	\$ _____	_____

**All-Inclusive Annual Services:**

Will you (or agency) consider an all-inclusive annual contract to provide all services as described herein (including interpreting service, 3-way telephone services, and travel, etc.)? If so, specify language and annual contract amount:

Language: \_\_\_\_\_ Annual Contract Amount: \$ \_\_\_\_\_

**Additional Information:**

---

---

Three-Way Telephone:

Specify

Hourly Rate

Price per Minute; 24 hours a day; 7 days  
a week, including holidays & weekends

\$ \_\_\_\_\_

Other (List): \_\_\_\_\_

\$ \_\_\_\_\_

Minimum Charge per episode (see page 4)

\$ \_\_\_\_\_

Billing Increments (see page 4)

\$ \_\_\_\_\_

Additional Charges (if any):

Specify any additional charges that are not included otherwise, such as phone costs, copy of  
document costs, mileage, cancellations, etc.

\_\_\_\_\_

\$ \_\_\_\_\_

\_\_\_\_\_

\$ \_\_\_\_\_

\_\_\_\_\_

\$ \_\_\_\_\_

Vendor information:

Company Name: \_\_\_\_\_

Minority Business (Yes or No): \_\_\_\_\_

*For statistical purposes only*

Woman Owned Business (Yes or No): \_\_\_\_\_

*For statistical purposes only*

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_



**Attachment C**  
**Proposal Scoring**  
**Project # 1355**

All information submitted will be reviewed by a selection committee. Preferred vendor(s) will be selected based on the scoring criterion identified below. If determined necessary by the selection committee, finalists *may* be scheduled to appear before an interview panel. Any interviews will be at the vendor's expense. Those appearing for an interview shall be prepared to discuss their approach to this agreement with the selection committee.

**Scoring Criterion**

Specifications	Percentage
1. Quality, Clarity and Responsiveness of Proposal	10
2. Technical Proposal	30
3. Management Proposal	30
5. Fees	30
Total Points	100

Evaluation Factors: The evaluation factors to be used in proposal scoring are described below:

1. Quality, Clarity and Responsiveness of Proposal 10%

Proposals will be evaluated on the Vendor's adherence to specifications and completeness of proposal including proposal format

2. Technical Proposal 30%

Proposals will be evaluated on the Vendor's

- Experience, Past Performance and Qualifications
- Understanding of project requirements
- Exceptions Taken
- Proposed project approach & methodology
- Quality of work plan

3. Management Proposal 30%

Proposals will be evaluated on the Vendor's

- Project Team Structure/Internal Controls
- Degree of individual's or firm's relevant experience with projects of similar complexity & type
- Vendor/Staff qualifications, experience & certification status.  
Vendor's and/or staff's overall past experience with County departments.
- References

4. Cost Proposal 30%

Proposals will be evaluated on the Vendor's Submitted Fee Schedule

The County will consider only responsive and responsible vendors. Responsible criteria may include, but is not limited to, financial ability, experience, resources, skills, capability, reliability and business integrity necessary to perform the requirements as described herein. The County may also consider references, information obtained from background checks, and any information submitted or otherwise obtained by the County to make this determination.

The County may decide not to award a contract to vendor(s) if the owner and/or interpreter providing the services has any criminal convictions, been convicted of any crime that impugns honesty or integrity, has unsatisfied tax or judgment lien, or convicted of any other crime that may interfere with providing suitable services as described herein and/or as determined by the County. The recommendation for award shall be based upon the proposal, which represents the most advantageous overall response for Brown County, all factors considered.

The County will award to the most responsive and responsible vendor(s) that best meets the needs of the County.

**Attachment D**  
**Reference Data Sheet**  
**Project #1355**

Provide a current list of references. The references provided should be for services provided from the office that would be servicing this contract.

Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Contact Person: \_\_\_\_\_

Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Contact Person: \_\_\_\_\_

Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Contact Person: \_\_\_\_\_

Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Contact Person: \_\_\_\_\_

**Attachment E**  
**Addendum Sheet**  
**Project #1355**

The undersigned acknowledges receipt of the following addendum:

Addendum #1 _____	Initials _____
Addendum #2 _____	Initials _____
Addendum #3 _____	Initials _____
Addendum #4 _____	Initials _____
Addendum #5 _____	Initials _____

The undersigned agrees with the following statement:

I have examined and carefully prepared the Bid/RFP from the plans and specifications and have checked the same in detail before submitting the Bid/RFP to Brown County. Attached is my listing of subcontractors along with their respective trades-if applicable.

Name \_\_\_\_\_  
Signature \_\_\_\_\_

Date \_\_\_\_\_

If this Bid/RFP is assigned a project number all vendors are responsible to check for addendums, posted on our web site at [www.co.brown.wi.us](http://www.co.brown.wi.us), for this project prior to the due date. No notification will be sent when addendums are posted unless there is an addendum within three business days of bid due date.

All vendors receiving initial notification of project and those who register as downloading the project off our web site will be notified, by Brown County, of all addendums issued with-in 3 business days prior to due date. If Bid/RFP has already been submitted, vendor is required to acknowledge receipt of addendum via fax or e-mail prior to due date. New Bid/RFP quote must be submitted by vendor if addendum affects costs.

Vendor's that do not have internet access are responsible to contact our purchasing department at 920-448-4039 to ensure receipt of addendums issued.

Bids/RFP's that do not acknowledge addendums may be rejected.

All Bids/RFP's submitted will be sealed. Envelopes are to be clearly marked with required information. Sealed Bids/RFP's that are opened by mistake due to inadequate markings on the outside may be rejected and returned to the vendor.

**Attachment F**  
**Appeals**  
**Project #1355**

To: Vendors  
RE: Brown County Appeals process

An appeal refers to a written request from a vendor for reconsideration of vendor selection on either a Bid/RFP.

Appeals may be submitted for the following purchases:

- a) The item is a public work project bid under Section 55.52 (29) and 66.29 of the Wisconsin Statutes, or
- b) The item price is \$5000 or more or the total order is \$10,000 or more, and
- c) Vendor selection was based on factual errors, or
- d) The lowest price vendor was not selected, or
- e) Failure by the county or its agents to adhere to the county's policies and procedures or other legal requirements.

Appeals shall be submitted in writing and should specify the factual error or policy, procedure or other legal requirement which has been violated. Vendor appeals are to be submitted to the Internal Auditor within 72 hours of receipt of rejection letter. Appeals not containing the necessary information or not filed on a timely basis shall be rejected by the Internal Auditor.

If the Internal Auditor determines that an appeal is valid, an appeals hearing shall be convened. A decision on all appeals will be rendered within 5 working days of the date upon which the request for appeal was received. All decisions of the Appeals Committee or Executive Committee shall be final.

Submit to: Brown County Internal Auditor  
P.O. Box 23600  
Green Bay, WI. 54305-3600.

## Project #1355

Vendor hereby agrees to release, indemnify, defend and hold harmless Brown County, their officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance under this agreement by contractor, its officers, officials, employees, agent or assigns. Brown County does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

Vendor, Contractor, Tenant, Provider, Organization or other (will be referred as Outside Contractor) shall provide and maintain at its own expense during the term of their agreement, the following insurance policies covering its operations hereunder are minimum requirements. Such insurance shall be provided on a primary basis by insurer(s) financially solvent and authorized to conduct business in the State of Wisconsin.

The Outside Contractor shall not commence work under this contract until all insurance required under this paragraph is obtained and such insurance has been approved by a County representative, nor shall any Outside Contractor allow subcontractors to commence work on their subcontract until all similar insurance requirements have been obtained and approved by a County representative.

- |                     |   |                     |   |  |                       |
|---------------------|---|---------------------|---|--|-----------------------|
| (1)                 | <p>Worker's Compensation Insurance and Employers Liability.<br/>         State Statutory workers' compensation Limits<br/>         Employer Liability, \$100,000 each accident.</p>   |                     |   |  |                       |
| (2)                 | <p>Comprehensive General Liability (Occurrence Form).</p> <ul style="list-style-type: none"> <li>• Products and Completed Operations</li> <li>• Personal Injury and Advertising Liability</li> <li>• Independent Contractors/Protective</li> </ul> <table border="0" style="width: 100%;"> <tr> <td style="width: 50%;">Limits of Insurance</td> <td style="width: 50%;">\$1,000,000 per occurrence</td> </tr> <tr> <td></td> <td>\$1,000,000 aggregate</td> </tr> </table> | Limits of Insurance | \$1,000,000 per occurrence  |  | \$1,000,000 aggregate |
| Limits of Insurance | \$1,000,000 per occurrence  |                     |   |  |                       |
|                     | \$1,000,000 aggregate   |                     |   |  |                       |
| (3)                 | <p>Business Automobile Liability. Business Automobile Liability covering all owned, hired, and non-owned vehicles.</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 50%;">Limits of Insurance</td> <td style="width: 50%;">\$1,000,000 per occurrence for bodily injury and property damage.</td> </tr> </table>  | Limits of Insurance | \$1,000,000 per occurrence for bodily injury and property damage. |  |                       |
| Limits of Insurance | \$1,000,000 per occurrence for bodily injury and property damage.   |                     |   |  |                       |
| (4)                 | <p>Excess/Umbrella Liability.</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 50%;">Limit of Insurance</td> <td style="width: 50%;">\$1,000,000 per occurrence</td> </tr> </table>   | Limit of Insurance  | \$1,000,000 per occurrence  |  |                       |
| Limit of Insurance  | \$1,000,000 per occurrence  |                     |   |  |                       |

The Outside Contractor agrees that the General Liability and Automobile Liability insurance policies shall be endorsed to name Brown County as additional insured's as respects: liability arising out of activities performed by or on behalf of the vendor/contactor: products and completed

operations of vendor/contractor; premises owned, occupied or used by vendor; or automobiles owned, leased, hired or borrowed by vendor. The coverage shall contain no special limitations on the scope of protection to the County.

#### Subcontractor

Subcontractors of the Outside Contractor shall also be in compliance with these requirements, including but not limited to, the submittal of a Certificate of Insurance that meet the same requirement outlined for the Outside Contractor.

#### Wavier of Subrogation

Insurers shall waive all subrogation rights against Brown County on all policies required under this requirement.

#### Cancellation Notice

Brown County will be given 30 days notice in advance of cancellation, non-renewal, or material change in coverage.

#### Proof of Insurance

A valid Certificate of Insurance shall be issued to "Brown County" prior to commencement of work and meeting the requirements listed to avoid any interruption of normal business services and transactions. Certificates must bear the signature of the insurer's authorized representative.

The insurance certificate must be issued by companies licensed to do business in the State of Wisconsin or signed by an agent by the State of Wisconsin.

The certificates of insurance shall include a provision prohibiting cancellation of said policies except upon 30 days prior written notice to the County.

The certificates of insurance shall include reference to the contract name or RFP number in the description section of the certificate.

The certificate of insurance will be delivered to Brown County prior to the execution of the contract.

Brown County  
Department of Administration  
P.O. Box 23600  
305 E. Walnut Street  
Green Bay, WI 54305-23600

#### Questions

If any of the insurance requirements cannot be met, please contact the Brown County Human Resource Risk Administration to explain what coverage's you are unable to obtain on your policy. Please provide information on what contracts you are bidding on or currently hired to work on.

Special considerations will be given if the required amounts cannot be met. This will only take place after an insurance wavier form is completed.

*\*\*\* Brown County shall be named as an additional insured with respects to liability coverage's other than professional liability and will be given 30 days notice in advance of cancellation, non-renewal, or material change in coverage. A certificate of insurance evidencing such coverage's shall be placed on file with the County prior to commencement of work under this contract.\*\*\**

**BROWN COUNTY SHERIFF'S DEPARTMENT**  
**Key Factor Report for the Public Safety Committee**

04/27/09

D. Hein

Meeting: **May**

**2009 data**

**Jail Statistics:**

Avg. Daily Total Jail Population - (latest mo.) *	804.4
(includes secure, Huber, juvenile and inmates from other counties and federal inmates)	
Avg. Daily Total Jail Population - (all current year - 2009)	753.8
(includes secure, Huber, juvenile and inmates from other counties and federal inmates)	
Avg. Daily Total Jail Population - (all prior year - 2008)	790.2
(includes secure, Huber, juvenile and inmates from other counties and federal inmates)	
Avg. Daily Jail Pop. from Counties/State/Feds (latest mo.)*	24.8
(adult inmates only)	
Avg. Daily Jail Pop. from Counties/State/Feds (all current year)	26.2
(adult inmates only)	
Avg. Daily Jail Pop. from Counties/State/Feds (all prior year)	40.5
(adult inmates only)	
Adult Jail Revenue from Counties/State/Feds - (latest mo.) **	\$53,170
Adult Jail Rev. from Counties/State/Feds - (all current year) **	\$157,885
Revised Budget Adult Jail Rev. from Counties/State/Feds	\$711,750
Projected Total Adult Jail Rev. from Counties/State/Feds	\$631,540
Prior Year (2008) Revenue From Counties/State/Feds	\$893,384

\* Latest month for population data = March, 2009

\*\* Latest month for revenue = March, 2009

**Overtime Statistics:**

Avg. Monthly Overtime Expenditures through (latest mo.) *	\$115,054
Overtime Expenditures for 2009 through (latest mo.) *	\$345,163
Jail Overtime included in above figure through (latest mo.) *	\$196,533
Current Year Revised Overtime Budget for entire year	\$1,355,802
Prior Year Overtime Expenditures through (latest mo.) *	\$403,362
Prior Year Total Overtime Expenditures (2008)	\$1,969,007

\* Latest month = March, 2009

**Budget/Actual Expenditures:**

Total Actual Sheriff's Dept. Expenditures through (latest mo.) *	\$8,022,929
Total Budgeted Sheriff's Dept. Expend. through (latest mo.) *	\$8,610,324

\* Latest month = March, 2009



Jail ADP  
by Mo 2009

**BROWN COUNTY SHERIFF'S DEPARTMENT**  
**Jail Average Daily Population by Month and Type**  
**For the Calendar Year 2009**

<u>Monthly Averages</u>									
	Main Jail <u>Lockup</u>	Huber <u>Facility</u>	Brown Co Adult <u>Sub-Total</u>	Boarded from State or Counties	Boarded from Fed. Sources	All Adult <u>Sub-Total</u>	Electronic <u>Monitoring</u>	Juvenile *	Grand <u>Total</u>
Jan. '09	478.4	180.7	659.1	-	27.4	686.5	35.3	4.4	726.1
Feb.	474.5	182.9	657.4	-	26.4	683.8	40.8	6.3	731.0
Mar.	520.8	200.0	720.7		24.8	745.6	51.2	7.6	804.4
Apr.									
May									
June									
July									
Aug.									
Sep.									
Oct.									
Nov.									
Dec.									
YTD Avg. **	491.2	187.9	679.1	-	26.2	705.3	42.4	6.1	753.8
2008 Avg.	509.9	187.8	697.6	15.1	25.4	738.1	40.1	12.0	790.2
2007 Avg.	464.9	186.4	651.3	22.4	37.3	711.1	36.5	10.6	758.2
2006 Avg.	427.2	165.6	592.8	6.9	45.5	641.1	40.4	13.0	694.6
2005 Avg.	403.5	142.1	545.6	19.2	25.9	590.7	41.2	14.0	646.0
2004 Avg.	388.2	124.0	512.3	13.8	32.8	553.4	33.1	12.1	598.6
2003 Avg.	395.1	127.3	522.4	9.4	17.9	549.6	12.5	13.2	575.2
% change '08 to '09	-3.7%	0.0%	-2.7%	-100.0%	3.3%	-4.4%	5.8%	-49.1%	-4.6%

Notes:

During late 2008 and early 2009, some inmates were boarded at another county jail due to the Communication Center construction project - an average of just under 16 for January 2009.

Federal inmates are primarily from US Marshal Services but may also include some inmates from Bureau of Prisons.

Prior to 2007, inmates from other counties were boarded in the Brown County Jail. In 2007 there were no inmates from other counties but there were inmates from the state boarded that year.

The above figures include inmates who are AWOL or on temporary leave, which is typically about 16 persons

The Huber Facility figure includes all inmates housed in that facility whether they actually are work release eligible

\* Juvenile includes both Brown County juveniles and juveniles from other counties.

\*\* YTD avg. is an average of averages and is not exactly the same as would be computed by taking the total number of inmate days and dividing by 365. However, the YTD avg. is reasonably close.

CITY OF KENOSHA  
625 - 52nd Street, Room 105  
Kenosha, Wisconsin 53140-3480  
Phone (262)653-4020  
Fax (262)653-4023  
cityclerk@kenosha.org  
www.kenosha.org



Michael K. Higgins  
City Clerk – Treasurer

Debra L. Salas  
Deputy City Clerk-Treasurer

April 9, 2009

Brown County Board  
PO Box 23600  
Green Bay, WI 54305-3600

Re: City of Kenosha Resolution 42-09

Dear County Board Members:

Enclosed is a copy of City of Kenosha Resolution 42 – 09:

BY: ALDERPERSON RAY MISNER  
TO REGISTER THE CITY OF KENOSHA COMMON COUNCIL'S OPPOSITION TO THE GOVERNOR'S  
PROPOSAL TO REQUIRE THE OBSERVATION AND RECORDATION OF RACIAL INFORMATION  
OBTAINED THROUGH TRAFFIC STOPS

The City of Kenosha Common Council approved the Resolution (12-3) at the regular meeting held April 6, 2009.

Please share this resolution with municipalities located within your County.

Should you have any questions, please contact me at 653-4020.

Sincerely,

A handwritten signature in black ink, appearing to read 'Debra L. Salas'. The signature is fluid and cursive, with the first and last names being more prominent.

Debra L. Salas  
Deputy City Clerk-Treasurer

C: Mayor Keith G. Bosman  
City Administrator Frank Pacetti  
Common Council

Enclosure

**RESOLUTION NO. 42 – 09**

**BY: ALDERPERSON RAY MISNER**

**TO REGISTER THE CITY OF KENOSHA COMMON COUNCIL'S  
OPPOSITION TO THE GOVERNOR'S PROPOSAL TO REQUIRE THE  
OBSERVATION AND RECORDATION OF RACIAL INFORMATION  
OBTAINED THROUGH TRAFFIC STOPS**

**WHEREAS**, the 2009-2011 State Budget proposed by Governor James E. Doyle as embodied in 2009 Assembly Bill 75, includes a provision that would require law enforcement officers from the eleven largest counties of Wisconsin's seventy-two (72) counties to collect and report: the name, address, gender, and race of every motorist; the make and year of the vehicle driven; the reason for the stop; the date, time, and location of the stop; the name, address, gender, and race of every passenger involved in a traffic stop who is subject to a search; and, the officer's name and badge number; and,

**WHEREAS**, Kenosha is one of those eleven counties subject to this burden of collecting and reporting; and,

**WHEREAS**, such proposal is ostensibly to study racial profiling (which has been defined as the inclusion of racial characteristics in determining whether a person is considered more likely to commit an illegal act) in the context of traffic stops; and,

**WHEREAS**, racial profiling is offensive when used in the context of face-to-face observation by law enforcement officers prior to the initiation of a stop (e.g., of pedestrians in neighborhoods, of attendees of entertainment events, or of passengers of airlines); and,

**WHEREAS**, the vast majority of traffic stops are initiated upon law enforcement officers' observations of driving behavior (e.g., speeding, weaving, sign violations, tailgating) or observations of equipment violations, under conditions where most often initiation of the stop is without law enforcement officer observation of the driver of the vehicle, such that a racial profiling is not at issue; and,

**WHEREAS**, racial determinations based upon observation are at best subjective; and,

**WHEREAS**, racial determinations based upon documentation of ethnicity, which often is mixed, can be arbitrary; and,

**WHEREAS**, racial determination of drivers of motor vehicles based upon questions posited to the drivers is potentially offensive, and tends to erode the confidence of the driver in the law enforcement system; and,

**WHEREAS**, asking passengers of motor vehicles stopped for traffic offenses, for which stop the passenger was not responsible, as to their race is unnecessarily intrusive, offensive; and tends to erode the confidence of the passenger in the law enforcement system; and,

**WHEREAS**, the City of Kenosha's Police Department conducted over 15,000 traffic stops in 2008, such that the requirements of the proposal to collect and report information on such a volume of traffic stops places additional workload and responsibility on law enforcement officers that is burdensomely time consuming; and

**WHEREAS**, by attempting to create two separate enforcement procedures, one applicable to passengers in sixty-one counties, and the other, more intrusive procedure applicable to passengers in eleven counties, the state has potentially implicated Constitutional Equal Protection considerations; and,

**WHEREAS**, by requiring law enforcement officers in the eleven counties to obtain identifying information not previously or otherwise Constitutionally required of passengers, the state is potentially subjecting the City to claims at law for allegations of Civil Rights violations with respect to the Fourth, Fifth, and/or Fourteenth Amendments to the United States Constitution; and,

**WHEREAS**, and by ignoring the sixty-one least populated counties, the statistical

analysis of the proposed statewide study is skewed.

**NOW, THEREFORE, BE IT RESOLVED** that the Common Council of the City of Kenosha, Wisconsin, registers its opposition to the provision in 2009 Assembly Bill 75 that would require law enforcement officers from the eleven largest counties of Wisconsin's seventy-two (72) counties to collect and report the name, address, gender, and race of every motorist; the make and year of the vehicle driven; the reason for the stop; the date, time, and location of the stop; the name, address, gender, and race of every passenger involved in a traffic stop who is subject to a search; and, the officer's name and badge number; and

**BE IT FURTHER RESOLVED** that the City Clerk/Treasurer is hereby directed to send a copy of this Resolution to Governor James E. Doyle, our State Legislative Representatives, and to the eleven (11) counties of Wisconsin affected by 2009 Assembly Bill 75.

Adopted this 6th day of April, 2009.

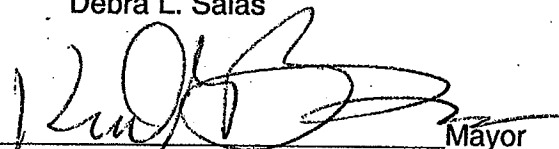
ATTEST:



Debra L. Salas

Deputy City Clerk

APPROVED:



Keith G. Bosman

Mayor

Date: April 7, 2009

Drafted By:  
EDWARD R. ANTARAMIAN,  
Acting City Attorney

May 20, 2009

TO THE HONORABLE CHAIRMAN AND MEMBERS  
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

RESOLUTION TO REQUEST THE DEPARTMENT OF CORRECTIONS PAY  
THE COUNTY AN AMOUNT APPROACHING THE ACTUAL COST OF HOUSING THE  
DEPARTMENT'S PRISONERS AT THE BROWN COUNTY JAIL

WHEREAS, §302.33 (2)(q) 3 Wisconsin Statutes requires the Department of Corrections pay counties for the maintenance of its prisoners at the rate of \$40.00 per day unless insufficient funds are appropriated by the State in any fiscal year; and

WHEREAS, in fiscal year 2006 the State paid reimbursement of \$32.00 per prisoner per day, and in fiscal year 2007 the State paid \$29.18 per prisoner per day; and

WHEREAS, in calendar year 2007 it cost Brown County (conservatively calculated) \$42.50 per prisoner per day to house a Dept. of Corrections prisoner, and the cost increased to \$43.49 per prisoner per day in calendar year 2008; and

WHEREAS, the Brown County Jail in 2009 has housed on average 42 prisoners per day for the Department of Corrections; and

WHEREAS, using the average number of Dept. of Corrections prisoners per day to date in 2009, it will cost Brown County \$219,372.30 to house prisoners for the Department of Corrections this year and even more if the reimbursement rate drops below \$29.18 per prisoner per day.

NOW, THEREFORE, be it resolved the Brown County Board of Supervisors respectfully

requests the Department of Corrections pay an amount equaling the actual cost to the County of maintaining the Department's prisoners.

Respectfully submitted,

PUBLIC SAFETY COMMITTEE

Approved By:

\_\_\_\_\_  
COUNTY EXECUTIVE

Date Signed: \_\_\_\_\_

Final Draft Approved by Corporation Counsel

Fiscal Impact: \_\_\_\_\_

BOARD OF SUPERVISORS ROLL CALL # \_\_\_\_\_

Motion made by Supervisor \_\_\_\_\_

Seconded by Supervisor \_\_\_\_\_

SUPERVISOR NAMES	DIST. #	AYES	NAYS	ABSTAIN
WARPINSKI	1			
DE WANE	2			
NICHOLSON	3			
THEISEN	4			
KRUEGER	5			
HAEFS	6			
ERICKSON	7			
BRUNETTE	8			
ZIMA	9			
EVANS	10			
VANDER LEEST	11			
JOHNSON	12			
DANTINNE, JR	13			

SUPERVISOR	DIST. #	AYES	NAYS	ABSTAIN
LA VIOLETTE	14			
ANDREWS	15			
KASTER	16			
KNIER	17			
WILLIAMS	18			
FLECK	19			
CLANCY	20			
WETZEL	21			
LANGAN	22			
SCRAY	23			
HOEFT	24			
LUND	25			
FEWELL	26			

Total Votes Cast \_\_\_\_\_

Motion: Adopted \_\_\_\_\_ Defeated \_\_\_\_\_ Tabled \_\_\_\_\_

Brown County  
Sheriff  
Budget Status Report

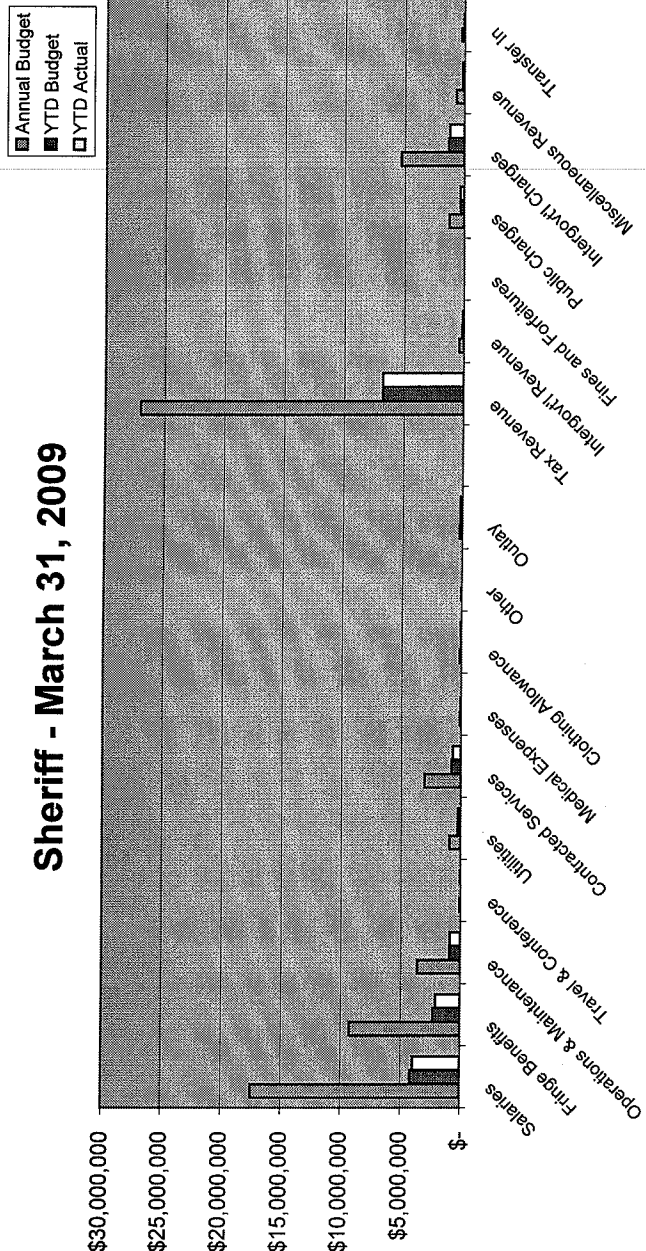
	Annual Budget	YTD Budget	YTD Actual
Salaries	\$ 17,455,898	\$ 4,190,346	\$ 3,964,255
Fringe Benefits	\$ 9,277,340	\$ 2,277,091	\$ 2,072,226
Operations & Maintenance	\$ 3,614,172	\$ 916,884	\$ 878,504
Travel & Conference	\$ 41,300	\$ 10,325	\$ 37,248
Utilities	\$ 933,882	\$ 233,471	\$ 204,314
Contracted Services	\$ 3,031,117	\$ 757,780	\$ 640,916
Medical Expenses	\$ 79,000	\$ 19,750	\$ 13,179
Clothing Allowance	\$ 126,755	\$ 31,687	\$ 41,063
Other	\$ 18,500	\$ 4,625	\$ -
Outlay	\$ 205,665	\$ 168,365	\$ 171,224
Tax Revenue	\$ 27,023,275	\$ 6,755,819	\$ 6,755,817
Intergov't Revenue	\$ 373,671	\$ 164,856	\$ 89,498
Fines and Forfeitures	\$ 10,500	\$ 2,625	\$ 895
Public Charges	\$ 1,243,080	\$ 310,770	\$ 286,005
Intergov't Charges	\$ 5,256,352	\$ 1,314,084	\$ 1,196,550
Miscellaneous Revenue	\$ 639,218	\$ 159,806	\$ 154,919
Transfer In	\$ 237,533	\$ 59,384	\$ -

**HIGHLIGHTS:**

**Expenses:** Overall expenditures are within budget, including wages, fringes and operations & maintenance.

**Revenues:** Overall revenues are running under budget. However, much of that is because some grant revenue has not been recognized yet and because year-end transfers in have not been recorded. Also, Jail boarding and Huber inmate revenues are running lower than anticipated in the budget.

**Sheriff - March 31, 2009**





DEPT: 10-7400  
CONTROL: BAL/01  
REPORT: IS0000S  
FORMAT: AB

\*\*\*UNAUDITED\*\*\*

.....C U R R E N T M O N T H.....

ACTUAL BUDGET VARIANCE

1,074,077	1,280,458	206,381
139,954	0	(139,954)
155,038	119,802	(35,236)
1,369,069	1,400,260	31,191
102,007	767,505	665,498
345,938	0	(345,938)
1,394	0	(1,394)
23,224	0	(23,224)
11,270	0	(11,270)
66,098	0	(66,098)
154,519	0	(154,519)
20,293	0	(20,293)
724,743	767,505	42,762
3,953	2,211	(1,742)
19,503	22,888	3,385
1,120	1,666	546
1,713	2,292	579
90	199	109
0	5,920	5,920
2,752	3,334	582
2,981	3,358	377
16	125	109
39,681	33,583	(6,098)
1,190	833	(357)
1,023	1,346	323
0	500	500
9,037	9,405	368
429	91	(338)
0	114	114
41,979	51,146	9,166
8,125	8,125	0
122,391	128,954	6,563
0	42	42
8,053	2,750	(5,303)
0	250	250
564	11,250	10,686
0	27,101	27,101
264,600	317,483	52,883
2,882	3,400	518
0	42	42

BROWN COUNTY  
SHERIFF SUMMARY  
DEPARTMENTAL BUDGET REPORT  
MONTH ENDING MARCH 31,2009

.....Y E A R T O D A T E.....

ACTUAL BUDGET VARIANCE

3,227,636	3,863,998	636,362
391,456	0	(391,456)
345,163	326,348	(18,815)
3,964,255	4,190,346	226,091
295,833	2,277,091	1,981,258
970,257	0	(970,257)
2,835	0	(2,835)
64,808	0	(64,808)
32,886	0	(32,886)
193,968	0	(193,968)
449,737	0	(449,737)
60,880	0	(60,880)
1,022	0	(1,022)
2,072,226	2,277,091	204,865
10,598	6,632	(3,966)
64,015	68,663	4,648
3,238	5,000	1,762
7,794	6,875	(919)
744	599	(145)
66,558	17,763	(48,795)
10,498	10,000	(498)
4,850	10,075	5,225
134	375	241
85,146	100,750	15,604
5,852	2,500	(3,352)
2,434	4,038	1,604
0	1,500	1,500
39,318	28,213	(11,105)
342	276	(66)
0	342	342
130,404	153,437	23,033
24,374	24,374	0
367,174	386,863	19,689
0	125	125
18,163	8,250	(9,913)
238	750	512
15,869	33,750	17,881
20,761	45,734	24,973
878,504	916,884	38,381
8,081	10,200	2,119
29,167	125	(29,042)

TOTAL  
REVISED  
BUDGET

16,100,096	16,100,096	0
1,355,802	1,355,802	0
17,455,898	17,455,898	0
9,277,340	9,277,340	0
8,981,507	8,981,507	0
(970,257)	(970,257)	0
(2,835)	(2,835)	0
(64,808)	(64,808)	0
(32,886)	(32,886)	0
(193,968)	(193,968)	0
(449,737)	(449,737)	0
(60,880)	(60,880)	0
(1,022)	(1,022)	0
7,205,114	7,205,114	0
26,525	26,525	0
274,650	274,650	0
20,000	20,000	0
27,500	27,500	0
2,396	2,396	0
71,054	71,054	0
40,000	40,000	0
29,502	29,502	0
35,450	35,450	0
1,366	1,366	0
317,854	317,854	0
4,148	4,148	0
13,716	13,716	0
6,000	6,000	0
112,850	112,850	0
1,106	1,106	0
1,367	1,367	0
483,343	483,343	0
73,121	73,121	0
1,180,279	1,180,279	0
500	500	0
33,000	33,000	0
2,762	2,762	0
135,000	135,000	0
119,131	119,131	0
108,819	108,819	0
2,735,669	2,735,669	0
40,800	40,800	0
500	500	0

REMAINING  
BUDGET

DEPT: 10-7400  
CONTROL: BAL/01  
REPORT: IS00005  
FORMAT: AB

\*\*\*UNAUDITED\*\*\*

BROWN COUNTY  
SHERIFF SUMMARY  
DEPARTMENTAL BUDGET REPORT  
MONTH ENDING MARCH 31, 2009

PAGE: 0002  
DATE: 04/14/2009  
TIME: 14:16:31

....CURRENT MONTH....

ACTUAL	BUDGET	VARIANCE	ACTUAL	BUDGET	VARIANCE	TOTAL REVISED BUDGET	REMAINING BUDGET
2,882	3,442	560	37,248	10,325	(26,923)	41,300	4,052
20,295	24,261	3,966	62,356	72,782	10,426	291,127	228,771
22,605	29,562	6,957	83,547	88,684	5,137	354,734	271,187
5,395	6,442	1,047	17,112	19,329	2,217	77,319	60,207
12,437	14,162	1,725	30,404	42,484	12,080	169,936	139,532
2,550	3,398	848	10,895	10,192	(703)	40,766	29,871
63,282	77,825	14,543	204,314	233,471	29,157	933,882	729,568
0	167	167	0	500	500	2,000	2,000
86,401	108,468	22,067	341,298	325,408	(15,890)	1,301,634	960,336
13,518	20,833	7,315	28,193	62,500	34,307	250,000	221,807
0	78,490	78,490	131,146	235,469	104,323	941,875	810,729
39,913	44,636	4,723	140,279	133,903	(6,376)	535,608	395,329
139,832	252,594	112,762	640,916	757,780	116,864	3,031,117	2,390,201
179	0	(179)	179	0	(179)	0	(179)
0	333	333	40	1,000	960	4,000	3,960
4,840	6,250	1,410	12,960	18,750	5,790	75,000	62,040
5,019	6,583	1,564	13,179	19,750	6,571	79,000	65,821
12,533	10,560	(1,973)	41,063	31,687	(9,376)	126,755	85,692
12,533	10,560	(1,973)	41,063	31,687	(9,376)	126,755	85,692
0	1,542	1,542	0	4,625	4,625	18,500	18,500
0	1,542	1,542	0	4,625	4,625	18,500	18,500
171,224	93,765	(77,459)	171,224	168,365	(2,859)	205,665	34,441
171,224	93,765	(77,459)	171,224	168,365	(2,859)	205,665	34,441
2,753,184	2,931,559	178,375	8,022,929	8,610,324	587,396	34,783,629	26,760,701
2,251,939	2,251,940	1	6,755,817	6,755,819	2	27,023,275	20,267,458
2,251,939	2,251,940	1	6,755,817	6,755,819	2	27,023,275	20,267,458

REVENUES

PROPERTY TAXES  
TOTAL TAXES

DEPT: 10-7400  
CONTROL: BAL/01  
REPORT: IS0000S  
FORMAT: AB

\*\*\*UNAUDITED\*\*\*

BROWN COUNTY  
SHERIFF SUMMARY  
DEPARTMENTAL BUDGET REPORT  
MONTH ENDING MARCH 31, 2009

PAGE: 0003  
DATE: 04/14/2009  
TIME: 14:16:31

....C U R R E N T M O N T H....

ACTUAL	BUDGET	VARIANCE	ACTUAL	BUDGET	VARIANCE	TOTAL REVISED BUDGET	REMAINING BUDGET
0	60,882	60,882	0	69,715	69,715	109,465	109,465
0	6,437	6,437	0	19,312	19,312	77,246	77,246
0	2,083	2,083	2,800	6,250	3,450	25,000	22,200
0	3,083	3,083	37,790	9,250	(28,540)	37,000	(790)
0	667	667	0	2,000	2,000	8,000	8,000
0	0	0	32,988	0	(32,988)	0	(32,988)
7,985	0	(7,985)	7,985	0	(7,985)	0	(7,985)
5,029	45,300	40,271	7,935	58,329	50,394	116,960	109,025
13,014	118,452	105,438	89,498	164,856	75,358	373,671	284,173
385	833	448	845	2,500	1,655	10,000	9,155
0	42	42	50	125	75	500	450
385	875	490	895	2,625	1,730	10,500	9,605
1,100	1,167	67	3,745	3,500	(245)	14,000	10,255
21,596	20,340	(1,256)	66,912	61,020	(5,892)	244,080	177,168
1,414	833	(581)	4,190	2,500	(1,690)	10,000	5,810
41,252	54,167	12,915	117,989	162,500	44,511	650,000	532,011
16,155	12,500	(3,655)	46,425	37,500	(8,925)	150,000	103,575
11,950	9,583	(2,367)	33,345	28,750	(4,595)	115,000	81,655
1,322	833	(489)	5,779	2,500	(3,279)	10,000	4,221
4,920	4,167	(753)	7,620	12,500	4,880	50,000	42,380
99,709	103,590	3,881	286,005	310,770	24,765	1,243,080	957,075
58,110	59,313	1,203	157,885	177,938	20,053	711,750	553,865
29,167	29,167	0	87,500	87,500	0	350,000	262,500
0	333	333	0	1,000	1,000	4,000	4,000
1,785	9,167	7,382	3,711	27,500	23,789	110,000	106,289
298,685	296,476	(2,209)	298,685	296,476	(2,209)	1,185,902	887,217
199,202	193,183	(6,019)	199,202	193,183	(6,019)	772,732	573,530
189,532	191,094	1,562	189,532	191,314	1,782	765,276	575,744
189,295	189,295	0	189,295	189,295	0	757,178	567,883
0	20,292	20,292	0	60,878	60,878	243,514	243,514
18,520	25,000	6,480	60,200	75,000	14,800	300,000	239,800
4,760	4,667	(93)	10,000	14,000	4,000	56,000	46,000
0	0	0	540	0	(540)	0	(540)
989,056	1,017,987	28,931	1,196,550	1,314,084	117,534	5,256,352	4,059,802
735	917	182	3,286	2,750	(536)	11,000	7,714
0	0	0	580	0	(580)	0	(580)
40,000	37,500	(2,500)	120,000	112,500	(7,500)	450,000	330,000
2,702	2,702	0	8,105	8,105	0	32,418	24,314
12,965	12,152	(813)	22,948	36,451	13,503	145,800	122,852

DEPT: 10-7400  
 CONTROL: BAL/01  
 REPORT: IS00000S  
 FORMAT: AB

\*\*\*UNAUDITED\*\*\*

.....CURRENT MONTH.....

ACTUAL	BUDGET	VARIANCE
56,402	53,271	(3,130)
0	19,795	19,795
0	19,795	19,795
3,410,505	3,565,910	155,406

BROWN COUNTY  
 SHERIFF SUMMARY  
 DEPARTMENTAL BUDGET REPORT  
 MONTH ENDING MARCH 31, 2009

.....YEAR TO DATE.....

ACTUAL	BUDGET	VARIANCE	TOTAL REVISED BUDGET	REMAINING BUDGET
154,919	159,806	4,888	639,218	484,300
0	59,384	59,384	237,533	237,533
0	59,384	59,384	237,533	237,533
8,483,684	8,767,344	283,661	34,783,629	26,299,946

PAGE: 0004  
 DATE: 04/14/2009  
 TIME: 14:16:31

## GRANT APPLICATION REVIEW

Date: 4/13/09 Grant # (if applicable): \_\_\_\_\_Grant Title: Homeland Security-MARC Repeater Communications GrantGranting Agency: WI Office of Justice AssistanceGrant Period: 5/7/09 to 3/29/10

Brief Description of Activities/Items Proposed Under Grant:

Equip MARC Repeater with automated repeater identification to reduce interference.

The grant states: Eligibility for any future mobile/portable radio replacement grants will be limited to agencies in geographical areas served if local MARC repeaters are not compliant by January 31, 2010.

\$ Amount of Grant (in each year): \$910 Term of Grant: 3/29/10Is this a new grant or a continuation of an existing grant? ☒ New ☐ Continuation

If a continuation, how long have we received the grant? \_\_\_\_\_

Are the activities funded under the grant consistent with Executive/Board priorities and intent? ☒ Yes ☐ NoAre the activities proposed under the grant mandated or statutorily required? ☒ Yes ☐ NoWill the grant fund new or existing positions? ☐ Yes ☒ No If yes, explain (Note: grant-funded positions are limited-term staff): \_\_\_\_\_Are matching resources required? ☐ Yes ☒ No If so, what is the amount of the match and how will the requirement be met? \_\_\_\_\_

Explain any ongoing cost to be assumed by the County (i.e., maintenance costs, software licenses, etc.):

100% fundedExplain any maintenance of efforts once the grant ends: None

## APPROVALS

James V. Michel  
Signature of Department HeadDate: 4/13/09Lynna Vanden Langenberg  
Signature of Director of AdministrationDate: 4/13/09

## GRANT APPLICATION REVIEW

Date: 4/13/09 Grant # (if applicable): \_\_\_\_\_Grant Title: Homeland Security-MABAS-WI Communications GrantGranting Agency: WI Office of Justice AssistanceGrant Period: 5/7/09 to 3/29/10

Brief Description of Activities/Items Proposed Under Grant:

Improve interoperability of public safety answering points Mutual Aid Box Alarm system for Fire by adding a base station operating on IFERN and IFERN2 channels for mutual aid. Estimated cost is \$18,000, requiring a \$2700 local match.

\$ Amount of Grant (in each year): \$15,300 Term of Grant: 3/29/10Is this a new grant or a continuation of an existing grant? ☒ New ☐ Continuation

If a continuation, how long have we received the grant? \_\_\_\_\_

Are the activities funded under the grant consistent with Executive/Board priorities and intent? ☒ Yes ☐ NoAre the activities proposed under the grant mandated or statutorily required? ☒ Yes ☐ NoWill the grant fund new or existing positions? ☐ Yes ☒ No If yes, explain (Note: grant-funded positions are limited-term staff): \_\_\_\_\_

Are matching resources required? ☒ Yes ☐ No If so, what is the amount of the match and how will the requirement be met? Grant is 85%, requiring 15% local match of \$2700. \* Req'd match to come from Public Safety budget

Explain any ongoing cost to be assumed by the County (i.e., maintenance costs, software licenses, etc.): \_\_\_\_\_

Equipment maintenance will be assumed as part of infrastructure cost

Explain any maintenance of efforts once the grant ends: \_\_\_\_\_

## APPROVALS \*

James V. Michel

Signature of Department Head

Date: 4/13/09Lynna VanderLanenberg

Signature of Director of Administration

Date: 4/13/09

Brown County  
Public Safety Communications  
Budget Status Report  
3/31/2009

	Annual Budget	YTD Budget	YTD Actual
Salaries	\$ 2,969,453	\$ 669,282	\$ 665,894
Fringe Benefits	\$ 1,479,163	\$ 373,723	\$ 328,129
Operations & Maintenance	\$ 730,685	\$ 170,881	\$ 305,115
Travel & Conference	\$ 43,500	\$ 10,750	\$ 16,526
Utilities	\$ 57,403	\$ 20,056	\$ 18,813
Contracted Services	\$ 100,922	\$ 18,472	\$ 3,791
Medical Expenses	\$ -	\$ -	\$ -
Clothing Allowance	\$ 16,319	\$ 4,168	\$ 4,620
Other Expenses	\$ -	\$ -	\$ 52,816
Transfer Out	\$ 295,423	\$ 37,989	\$ 59,750
Outlay	\$ 35,181	\$ -	\$ -
Property Tax Revenue	\$ 5,170,293	\$ 1,334,445	\$ 1,334,445
Intergvt'l Revenue	\$ 432,661	\$ 57,365	\$ 91,245
Intergvt'l Charges	\$ 4,041	\$ -	\$ 15,275
Miscellaneous Revenue	\$ 58,408	\$ 6,681	\$ 555
Other Financing Sources	\$ 62,646	\$ -	\$ -

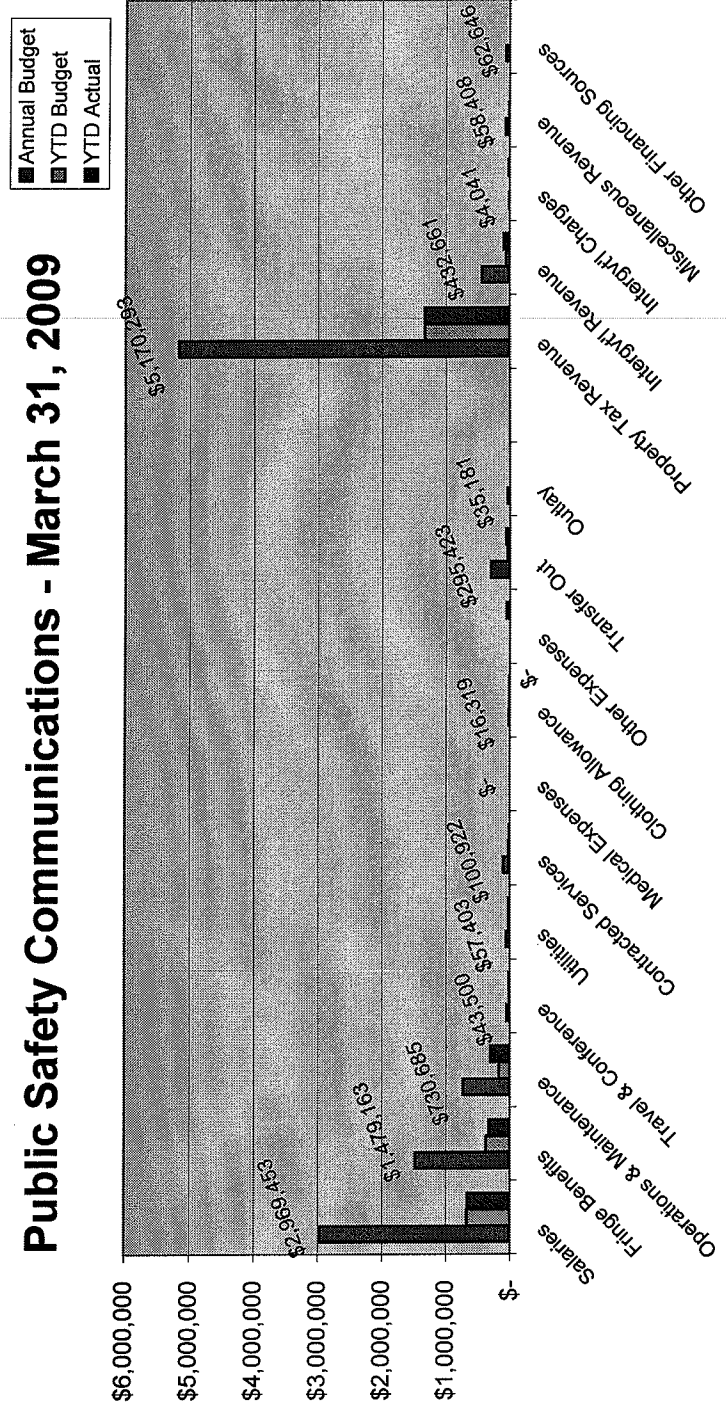
**HIGHLIGHTS:**

Maintenance is over budget because we pay yearly maintenance contracts early in the year. We expect to be on budget for this category at year end.

Training is over budget for the first quarter due to scheduled classes. We will be on budget at year end.

FoxComm is \$22K over budget. We have asked for detail.

**Public Safety Communications - March 31, 2009**



Brown County  
Medical Examiner  
Budget Status Report

2/28/2009

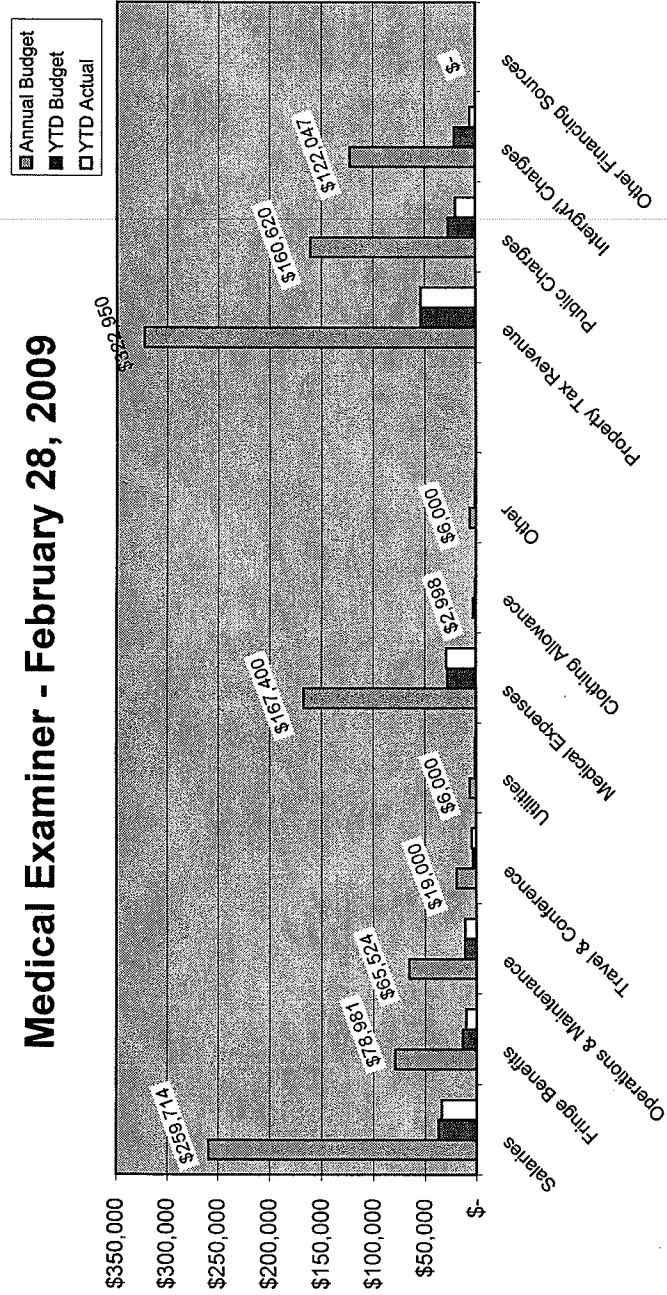
	Annual Budget	YTD Budget	YTD Actual
Salaries	\$ 259,714	\$ 37,027	\$ 33,770
Fringe Benefits	\$ 78,981	\$ 13,184	\$ 10,041
Operations & Maintenance	\$ 65,524	\$ 10,922	\$ 10,741
Travel & Conference	\$ 19,000	\$ 3,167	\$ 4,544
Utilities	\$ 6,000	\$ 1,000	\$ 1,105
Medical Expenses	\$ 167,400	\$ 27,900	\$ 28,678
Clothing Allowance	\$ 2,998	\$ 500	\$ -
Other	\$ 6,000	\$ 1,000	\$ 494
Property Tax Revenue	\$ 322,950	\$ 53,825	\$ 53,826
Public Charges	\$ 160,620	\$ 26,770	\$ 19,701
Intergvt'l Charges	\$ 122,047	\$ 20,431	\$ 5,235
Other Financing Sources			

**HIGHLIGHTS: Below budget**

Expenses: Below Budget

Revenues: Below Budget

## Medical Examiner - February 28, 2009





OK 4/1/09

DEPT: 10-1401  
CONTROL: POST/01  
REPORT: IS0000P  
FORMAT: AB

BROWN COUNTY  
MEDICAL EXAMINER  
DEPARTMENTAL BUDGET REPORT  
MONTH ENDING FEBRUARY 28, 2009

PAGE: 0001  
DATE: 03/30/2009  
TIME: 11:32:18

\*\*\*UNAUDITED\*\*\*

C U R R E N T M O N T H . . . . .				Y E A R T O D A T E . . . . .				T O T A L		R E M A I N I N G
A C T U A L	B U D G E T	V A R I A N C E		A C T U A L	B U D G E T	V A R I A N C E		R E V I S E D	B U D G E T	B U D G E T
EXPENDITURES										
17,496	19,764	2,268	REGULAR EARNINGS	33,019	36,564	3,545		256,938	223,919	
36	0	(36)	PAID LEAVE EARNINGS	461	0	(461)		0	(461)	
162	232	70	OVERTIME EARNINGS	290	463	173		2,776	2,486	
17,694	19,996	2,302	TOTAL SALARIES	33,770	37,027	3,257		✓ 259,714	225,944	
1,336	6,582	5,246	FICA	2,556	13,164	10,608		78,981	76,425	
2,038	0	(2,038)	ACCIDENT & HEALTH INSURANCE	3,465	0	(3,465)		0	(3,465)	
133	0	(133)	LIFE INSURANCE	226	0	(226)		0	(8)	
133	0	(133)	DENTAL INSURANCE	257	0	(257)		0	(226)	
1,042	0	(1,042)	DISABILITY INSURANCE	1,987	0	(1,987)		0	(257)	
795	0	(795)	RETIREMENT CREDIT	1,516	0	(1,516)		0	(1,987)	
13	0	(13)	RETIREMENT	26	0	(26)		0	(1,516)	
5,498	6,582	1,084	WORKERS COMPENSATION INSURANCE	10,041	13,164	3,123		✓ 78,981	(1,516)	
			TOTAL FRINGE BENEFITS						(26)	
0	84	84	OFFICE SUPPLIES	169	167	(2)		1,000	831	
0	59	59	SUPPLIES & EXPENSE	70	117	47		700	630	
16	29	13	COPY EXPENSE	44	58	14		350	306	
0	41	41	PRINTING	30	83	53		500	470	
540	70	(470)	DUES & MEMBERSHIPS	540	140	(400)		840	300	
0	16	16	EQUIPMENT REPAIRS & MAINTENANC	0	33	33		200	200	
63	41	(22)	POSTAGE	63	83	20		500	437	
0	9	9	BOOKS, PERIODICALS, SUBSCRIPTION	0	18	18		105	105	
2,293	2,964	671	INFORMATION SERVICES CHRGBCKS	5,152	5,926	774		35,551	30,399	
62	61	(1)	INSURANCE CHARGEBACKS	123	123	0		20,738	615	
1,610	1,745	135	INDIRECT COST	3,219	3,490	271		17,721	17,721	
0	9	9	FILM & PROCESSING	0	17	17		100	100	
1,088	334	(754)	OTHER MISCELLANEOUS	1,331	667	(664)		4,000	2,669	
5,672	5,462	(210)	TOTAL OPERATION & MAINT.	10,741	10,922	181		✓ 65,524	54,783	
365	750	385	TRAVEL, CONFERENCE & TRAINING	3,719	1,500	(2,219)		9,000	5,281	
525	834	309	SPECIAL TRANSPORT	825	1,667	842		10,000	9,175	
890	1,584	694	TOTAL TRAVEL & CONFERENCE	4,544	3,167	(1,377)		✓ 19,000	14,456	
447	500	53	TELEPHONE	1,105	1,000	(105)		6,000	4,895	
447	500	53	TOTAL UTILITIES	1,105	1,000	(105)		✓ 6,000	4,895	
339	0	(339)	TEMPORARY REPLACEMENT HELP	339	0	(339)		0	(339)	
339	0	(339)	TOTAL CONTRACTED SERVICES	339	0	(339)		0	(339)	

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BROWN COUNTY  
MEDICAL EXAMINER  
DEPARTMENTAL BUDGET REPORT  
MONTH ENDING FEBRUARY 28, 2009

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.....CURRENT MONTH.....			.....YEAR TO DATE.....				
ACTUAL	BUDGET	VARIANCE	ACTUAL	BUDGET	VARIANCE	TOTAL REVISED BUDGET	REMAINING BUDGET
6,840	11,341	4,501	22,490	22,683	193	136,100	113,610
3,151	2,609	(542)	6,188	5,217	(971)	31,300	25,112
9,991	13,950	3,959	28,678	27,900	(778)	167,400	138,722
0	250	250	0	500	500	2,998	2,998
0	250	250	0	500	500	2,998	2,998
494	500	6	494	1,000	506	6,000	5,506
494	500	6	494	1,000	506	6,000	5,506
41,025	48,824	7,799	89,712	94,680	4,968	605,617	515,905
REVENUES							
26,913	26,913	0	53,826	53,825	(1)	322,950	269,124
26,913	26,913	0	53,826	53,825	(1)	322,950	269,124
18,123	11,069	(7,054)	12,071	22,137	10,066	132,820	120,749
9,780	2,316	(7,464)	7,630	4,633	(2,997)	27,800	20,170
27,903	13,385	(14,518)	19,701	26,770	7,069	160,620	140,919
5,235	10,170	4,935	5,235	20,341	15,106	122,047	116,812
5,235	10,170	4,935	5,235	20,341	15,106	122,047	116,812
60,051	50,468	(9,583)	78,762	100,936	22,174	605,617	526,855

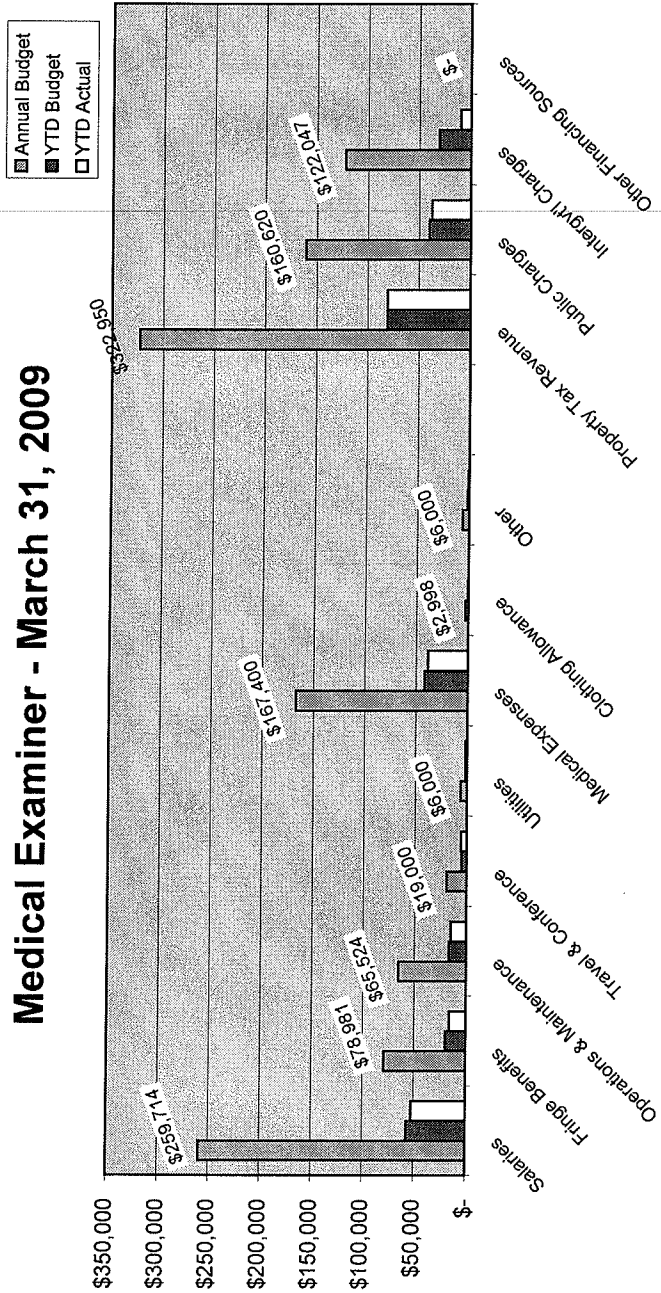
	Annual Budget	YTD Budget	YTD Actual
Salaries	\$ 259,714	\$ 57,022	\$ 52,591
Fringe Benefits	\$ 78,981	\$ 19,746	\$ 15,739
Operations & Maintenance	\$ 65,524	\$ 16,382	\$ 15,015
Travel & Conference	\$ 19,000	\$ 4,750	\$ 5,369
Utilities	\$ 6,000	\$ 1,500	\$ 1,565
Medical Expenses	\$ 167,400	\$ 41,850	\$ 38,482
Clothing Allowance	\$ 2,998	\$ 749	\$ -
Other	\$ 6,000	\$ 1,500	\$ 494
Property Tax Revenue	\$ 322,950	\$ 80,737	\$ 80,739
Public Charges	\$ 160,620	\$ 40,155	\$ 37,736
Intergvtl Charges	\$ 122,047	\$ 30,512	\$ 9,703
Other Financing Sources			

HIGHLIGHTS: Below budget

Expenses: Below Budget

Revenues: Below Budget

## Medical Examiner - March 31, 2009



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....C U R R E N T M O N T H....			.....Y E A R T O D A T E.....			TOTAL REVISED BUDGET		REMAINING BUDGET	
ACTUAL	BUDGET	VARIANCE	ACTUAL	BUDGET	VARIANCE				
EXPENDITURES									
18,615	19,764	1,149	51,635	56,328	4,693	256,938	205,303		
49	0	(49)	511	0	(511)	0	(511)		
155	231	76	445	694	249	2,776	2,331		
18,819	19,995	1,176	52,591	57,022	4,431	259,714	207,123		
1,422	6,582	5,160	3,978	19,746	15,768	78,981	75,003		
2,038	0	(2,038)	5,503	0	(5,503)	0	(5,503)		
8	0	(8)	16	0	(16)	0	(16)		
133	0	(133)	359	0	(359)	0	(359)		
133	0	(133)	390	0	(390)	0	(390)		
1,107	0	(1,107)	3,094	0	(3,094)	0	(3,094)		
844	0	(844)	2,360	0	(2,360)	0	(2,360)		
13	0	(13)	39	0	(39)	0	(39)		
5,698	6,582	884	15,739	19,746	4,007	78,981	63,242		
56	83	27	225	250	25	1,000	775		
0	58	58	70	175	105	700	630		
14	30	16	57	88	31	350	293		
11	42	31	41	125	84	500	459		
0	70	70	540	210	(330)	840	300		
0	17	17	0	50	50	200	200		
57	42	(15)	120	125	5	500	380		
40	8	(32)	40	26	(14)	105	65		
2,425	2,962	537	7,577	8,888	1,311	35,551	27,974		
62	62	0	185	185	1	738	554		
1,610	1,745	135	4,829	5,235	406	20,940	16,111		
0	8	8	0	25	25	100	100		
0	333	333	1,331	1,000	(331)	4,000	2,669		
4,275	5,460	1,186	15,015	16,382	1,368	65,524	50,510		
0	750	750	3,719	2,250	(1,469)	9,000	5,281		
825	833	8	1,650	2,500	850	10,000	8,350		
825	1,583	758	5,369	4,750	(619)	19,000	13,631		
460	500	40	1,565	1,500	(65)	6,000	4,435		
460	500	40	1,565	1,500	(65)	6,000	4,435		
666	0	(666)	1,005	0	(1,005)	0	(1,005)		
666	0	(666)	1,005	0	(1,005)	0	(1,005)		
TOTAL CONTRACTED SERVICES									

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BROWN COUNTY

MEDICAL EXAMINER  
DEPARTMENTAL BUDGET REPORT  
MONTH ENDING MARCH 31, 2009

PAGE: 0002  
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CURRENT MONTH				YEAR TO DATE			TOTAL	
ACTUAL	BUDGET	VARIANCE		ACTUAL	BUDGET	VARIANCE	REVISED BUDGET	REMAINING BUDGET
7,250	11,342	4,092	MEDICAL EXAMS & AUTOPSIES	29,740	34,025	4,285	136,100	106,360
2,553	2,608	55	LAB EXPENSE	8,742	7,825	(917)	31,300	22,559
9,803	13,950	4,147	TOTAL MEDICAL EXPENSES	38,482	41,850	3,368	167,400	128,919
0	249	249	CLOTHING ALLOWANCE	0	749	749	2,998	2,998
0	249	249	TOTAL EMPLOYEES ALLOWANCE	0	749	749	2,998	2,998
0	500	500	INDIGENT BURIALS	494	1,500	1,006	6,000	5,506
0	500	500	TOTAL OTHER	494	1,500	1,006	6,000	5,506
40,546	48,819	8,274	GRAND TOTAL EXPENDITURES	130,260	143,499	13,240	605,617	475,359
REVENUES								
26,913	26,912	(1)	PROPERTY TAXES	80,739	80,737	(2)	322,950	242,211
26,913	26,912	(1)	TOTAL TAXES	80,739	80,737	(2)	322,950	242,211
9,900	11,068	1,168	SPECIAL FEES	21,971	33,205	11,234	132,820	110,849
8,135	2,317	(5,818)	AUTOPSY FEES	15,765	6,950	(8,815)	27,800	12,035
18,035	13,385	(4,650)	TOTAL PUBLIC CHARGES	37,736	40,155	2,419	160,620	122,884
4,468	10,171	5,703	INTERAGENCY SERVICE	9,703	30,512	20,809	122,047	112,344
4,468	10,171	5,703	TOTAL INTERGOVTL CHARGES	9,703	30,512	20,809	122,047	112,344
49,416	50,468	1,052	GRAND TOTAL REVENUES	128,178	151,404	23,226	605,617	477,439